

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JANESVILLE, LLC		07/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	10 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4629970	DURATEX	
Registration Number:	4664751	AEROTEX	
Registration Number:	4345315	POLYTEX	
Registration Number:	1492289	PROFILE	
Registration Number:	1041359	MARATEX	
Registration Number:	1048153	MARABOND	
Serial Number:	97475152	KAPPATEX	
Serial Number:	88307547	JANESVILLE	
Serial Number:	88853940	VERSACOVER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	155656-01066		

CH \$240.00 4629970

NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	07/28/2023
Total Attachments: 6 source=Trademark Security Agreement (Wells-Motus)#page1.tif source=Trademark Security Agreement (Wells-Motus)#page2.tif source=Trademark Security Agreement (Wells-Motus)#page3.tif source=Trademark Security Agreement (Wells-Motus)#page4.tif source=Trademark Security Agreement (Wells-Motus)#page5.tif source=Trademark Security Agreement (Wells-Motus)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 28th day of July, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 28, 2023 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among **MOTUS LLC**, a Michigan limited liability company (“Motus LLC”), **MOTUS SPARTANBURG ASSEMBLY LLC**, a Michigan limited liability company (“Motus Spartanburg”), **JANESVILLE, LLC**, a Delaware limited liability company (“Janesville”), **LEON INTERIORS INC.**, a Delaware corporation (“Leon”), and together with Motus LLC, Motus Spartanburg, Janesville and those additional entities that become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), **MOTUS HOLDINGS LLC**, a Delaware limited liability company (“Motus Holdings”), **MOTUS PIVOT INC.**, a Delaware corporation (“Motus Pivot”), and **LEON INTERIORS HOLDINGS LLC**, a Delaware limited liability company (“Leon Holdings”), and together with Motus Holdings, Motus Pivot and those additional entities that hereafter become parties to the Credit Agreement as Guarantors in accordance with the terms thereof, each a “Guarantor” and collectively, the “Guarantors” and together with the Borrowers, each, a “Loan Party” and collectively, the “Loan Parties”), the lenders party thereto as “Lenders” (each of such Lenders, together with its respective successors and assigns is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 28, 2023 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its United States Trademarks, including those referred to on Schedule I;
- (b) all goodwill exclusively connected with the use of, and symbolized by, each United States Trademark; and
- (c) the right to sue for past, present or future infringement or dilution thereof.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AMENDMENTS. No amendment of any provision of this Trademark Security Agreement shall be effective unless the same shall be in writing and signed by Agent and each Grantor party hereto to which such amendment applies.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS,

CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

JANESVILLE, LLC

By: 
Name: Rajiv Reddy
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008148 FRAME: 0101

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 

Name: Victor Panasci

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 008148 FRAME: 0102**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark Name	Jurisdiction	Grantor	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
DURATEX	USA	Janesville, LLC	10/28/2014	4629970	Registered
AEROTEX	USA	Janesville, LLC	12/30/2014	4664751	Registered
POLYTEX	USA	Janesville, LLC	6/4/2013	4345315	Registered
PROFILE	USA	Janesville, LLC	6/14/1988	1492289	Registered
MARATEX	USA	Janesville, LLC	6/15/1976	1041359	Registered
MARABOND	USA	Janesville, LLC	9/14/1976	1048153	Registered
KAPPATEX	USA	Janesville, LLC	(6/24/2022)	(97475152)	Pending
JANESVILLE	USA	Janesville, LLC	(2/19/2019)	(88307547)	Pending
VERSACOVER	USA	Janesville, LLC	(3/31/2020)	(88853940)	Pending