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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM828478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ProFusion Industries, LLC		08/01/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Byline Bank, as Agent	
Street Address:	180 North LaSalle Street, Suite 300	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60601	
Entity Type:	banking corporation: ILLINOIS	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5650603	KORO-SORB
Registration Number:	5057987	KORO-TRANS
Registration Number:	5045652	ASTRA FLOR
Registration Number:	5131597	KORO-FILM
Registration Number:	1711712	KOROSEAL

CORRESPONDENCE DATA

Fax Number: 3124996701

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.

Phone: 3124996700

Email: ahesla@duanemorris.com

Correspondent Name: Robert E. Horwath

Address Line 1: 190 S LaSalle St Ste 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	G4599-00088
NAME OF SUBMITTER:	Robert E. Horwath
SIGNATURE:	/s/Robert E. Horwath
DATE SIGNED:	08/01/2023

Total Attachments: 6 source=7. Trademark Security Agreement#page1.tif source=7. Trademark Security Agreement#page2.tif source=7. Trademark Security Agreement#page3.tif source=7. Trademark Security Agreement#page4.tif source=7. Trademark Security Agreement#page5.tif

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 1, 2023 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BYLINE BANK, an Illinois banking corporation, as the administrative agent and collateral agent (the "Agent") for the lenders under that certain Credit Agreement (defined below).

WHEREAS, PFI HOLDING CORPORATION, a Delaware corporation, as the Initial Borrower (in such capacity, the "Initial Borrower") and, after giving effect to the Acquisition, the Post-Closing Merger, and the Debt Assumption, the Parent (in such capacity, "Parent"), and, after giving effect to the Acquisition, the Post-Closing Merger, and the Debt Assumption, PROFUSION INDUSTRIES, LLC, a Delaware limited liability company, as Borrower (the "Borrower"), are party to that certain Revolving Credit and Term Loan Agreement, dated as of even date herewith, with the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "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:
- SECTION 1. <u>Defined Terms</u>. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.
- SECTION 2. <u>Security Interest</u>. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on <u>Exhibit A</u> attached hereto (the "*Collateral*"). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on <u>Exhibit A</u> attached hereto.
- SECTION 3. <u>Incorporation by Reference</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
- SECTION 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so

executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

PROFUSION INDUSTRIES, LLC, a Delaware

limited liability company

Name Doek McDowell

Title: Vice President

Accepted:

BYLINE BANK, as Agent

Title: Managing Director

Signature Page to Trademark Security Agreement

EXHIBIT A

Trademark Registrations

Mark	Status	Reg. No.	Reg. Date	Owner	Goods/Services
KORO-SORB	Live/First Use in Commerce Aug. 2018	RN 5650603	1/8/2019	ProFusion Industries, LLC	IC 001. US 001 005 006 010 026 046. G & S: Oxygen Scavengers.
					IC 017. US 001 005 012 013 035 050. G & S: Plastic substances, semi- processed.
KORO-TRANS	Live/First Use in Commerce Mar. 2014.	RN 5057987	10/11/2016	ProFusion Industries, LLC	IC 012. US 019 021 023 031 035 044. G & S: Fitted protective liners for vehicle floors and cargo areas.
ASTRA FLOR	Live/First Use in Commerce Mar. 2014	RN 5045652	9/20/2016	ProFusion Industries, LLC	IC 012. US 019 021 023 031 035 044. G & S: Polymeric flooring systems, namely, flooring, step treads and nosing components attached to vehicles.
KORO-FILM	Live/First Use in Commerce Mar. 2014	RN 5131597	1/31/2017	ProFusion Industries, LLC	IC 001. US 001 005 006 010 026 046. G & S: Substrates for printing by others for outdoor use.

Trademark Licenses

Mark	Status	Reg. No./App. No.	Reg. Date/App. No	Owner	Goods/Services
KOROSEAL	Live/Perpetually	RN 1711712	9/1/1992	Koroseal	C 017. US 001. G
	Licensed/First Use in			Interior	& S: synthetic
	Commerce 1939			Prods., LLC	elastomeric material
				(Licensor)	sold in web, sheet,
					flexible film, block
					or rod form for use
					in further
					manufacturing; or
					in permanent
					combination with
					another article in

			the nature of containers or conduits.	
			IC 027. US 012 050. G & S: wallcoverings and matting for foot traffic primarily comprised of elastomeric material.	

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RECORDED: 08/01/2023