

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828994

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELDING COMPANY OF AMERICA		06/26/2023	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OLD SECOND NATIONAL BANK		
<b>Street Address:</b>	2800 S. FINLEY ROAD		
<b>City:</b>	DOWNERS GROVE		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60515		
<b>Entity Type:</b>	Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73477789	B BOOM	
<b>Serial Number:</b>	77484118	SUR-FILL SYSTEMS	
<b>Serial Number:</b>	77484122	SUR-LOC PALLETIZATION	
<b>Serial Number:</b>	74133963	LOW PRO	
<b>Serial Number:</b>	78763688	M1	
<b>Serial Number:</b>	77236952	PRECISION SPECIALTY GAS PRODUCTS	
<b>Serial Number:</b>	78763699	M2	
<b>Serial Number:</b>	77236968	CH2OH PRECISION SPECIALTY GAS PRODUCTS	
<b>Serial Number:</b>	74594370	SUR-LOC	
<b>Serial Number:</b>	77017097	WELDCOA	
<b>Serial Number:</b>	73479219	WELDCOA	
<b>Serial Number:</b>	76454654	WELDCOA PALLET THE PLANET	
<b>Serial Number:</b>	77016936	WELDCOA PALLET THE PLANET	
<b>Serial Number:</b>	90498464	CONSTANT INNOVATION	
<b>Serial Number:</b>	88195966	LINK-LOC	
<b>Serial Number:</b>	88454302	IQ-S	
<b>Serial Number:</b>	90313321	MEDMASTER	
<b>Serial Number:</b>	88454292	DLA DIGITAL LAB ASSISTANT	
<b>Serial Number:</b>	90281943	PASS	

OP \$490.00 73477789

**CORRESPONDENCE DATA****Fax Number:** 8473301231*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:** 8473306045**Email:** adean@mpslaw.com**Correspondent Name:** Amy Dean**Address Line 1:** 1515 E. WOODFIELD RD., STE. 250**Address Line 4:** Schaumburg, ILLINOIS 60173**ATTORNEY DOCKET NUMBER:** 34954-030-JLC**NAME OF SUBMITTER:** Jerrold L. Cherwin**SIGNATURE:** /Jerrold L. Cherwin/**DATE SIGNED:** 08/02/2023**Total Attachments: 8**

source=Patent and Trademark Security Agreement [EXECUTED] [10] (w.amended S-1 &amp; S-2)#page1.tif

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 26, 2023, by WELDING COMPANY OF AMERICA, an Illinois corporation ("Grantor"), in favor of OLD SECOND NATIONAL BANK (the "Bank").

### RECITALS

A. Grantor and its affiliates, 335 SULLIVAN LLC and KVS LEASING MANAGEMENT LLC (collectively, "Borrower Parties") have entered into an Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified, the "Loan Agreement") with Bank, pursuant to which Bank agreed to make certain loans to Borrower Parties.

B. Pursuant to the terms of the Loan Agreement, Borrower Parties have granted to the Bank a security interest in substantially all the assets of the Borrower Parties, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower Parties under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement secures all Obligations (as defined in the Loan Agreement), debts and liabilities, plus interest thereon, of Grantor to Bank, as well as all claims by Bank against Grantor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes (as defined in the Loan Agreement), whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

*[balance of page intentionally left blank]*

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

**WELDING COMPANY OF AMERICA**, an  
Illinois corporation

By: 


Name: Hector Villalente Jr.

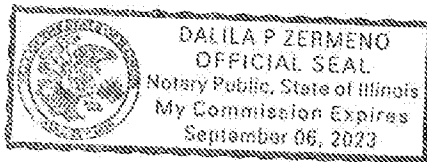
Title: President

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF DeKalb        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that NECTOR VAAREAL JR., the Manager of **WELDING COMPANY OF AMERICA**, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of June, 2023.

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

09.06.2023

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

List of Trademarks

Trademarks

7434T0020US	B Boom	registered	US
7434T0040US	SUR-FILL SYSTEMS (stylized)	registered	US
7434T0050US	Sur-Loc Palletization (stylized)	registered	US
7434T0060US	LOW PRO	registered	US
7434T0070US	M1	registered	US
7434T0080US	M2	registered	US
7434T0090US	PRECISION SPECIALTY GAS PRODUCTS	registered	US
7434T0100US	PRECISION SPECIALTY GAS PRODUCTS (stylized)	registered	US
7434T0110US	SUR-LOC	registered	US
7434T0120CA	WELDCOA	registered	CA
7434T0120MX	WELDCOA	registered	MX
7434T0120US	WELDCOA	registered	US
7434T0140MX	WELDCOA	registered	MX
7434T0150US	WELDCOA	registered	US
7434T0170CA	WELDCOA (stylized)	registered	CA
7434T0180US	WELDCOA (stylized)	registered	US
7434T0190US	WELDCOA (stylized)	registered	US
7434T0200US	CONSTANT INNOVATION	pending	US
7434T0210US	LINK-LOC	registered	US
7434T0220US	iQ-s	registered	US
7434T0230US	MEDMASTER	registered	US
7434T0240US	DLA Digital Lab Assistant (stylized)	registered	US
7434T0250US	PASS	registered	US

AMENDED  
SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

List of Patents

Patents

7434P0010US US Patent 7,275,902 "Gas Cylinder Delivery System"

Patent Applications

7434P0080US "Cylinder Lifting Device" provisional application 63/296,321 filed 1/4/2022

7434P0081US "Cylinder Lifting Device II" (In progress)

7434P0090US "Pallet Lock" (In progress)



AMENDED SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

List of Trademarks

	<b>Name</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Status</b>	<b>Country</b>
7434T0020US	B Boom	73477789	1368657	Registered	US
7434T0040US	SUR-FILL SYSTEMS (stylized)	77484118	3835649	Registered	US
7434T0050US	Sur-Loc Palletization (stylized)	77484122	4358239	Registered	US
7434T0060US	LOW PRO	74133963	1702481	Registered	US
7434T0070US	M1	78763688	3357525	Registered	US
7434T0080US	M2	77236952	3357526	Registered	US
7434T0090US	PRECISION SPECIALTY GAS PRODUCTS	78763699	3497368	Registered	US
7434T0100US	PRECISION SPECIALTY GAS PRODUCTS (stylized)	77236968	3748087	Registered	US
7434T0110US	SUR-LOC	74594370	1955941	Registered	US
7434T0120CA	WELDCOA	1297372	717445	Registered	CA
7434T0120MX	WELDCOA	3676692016	639303	Registered	MX
7434T0120US	WELDCOA	77017097	3273607	Registered	US
7434T0140MX	WELDCOA	-	639304	Registered	MX
7434T0150US	WELDCOA	73479219	1362887	Registered	US
7434T0170CA	WELDCOA (stylized)	1297362	711804	Registered	CA
7434T0180US	WELDCOA (stylized)	76454654	2804316	Registered	US
7434T0190US	WELDCOA (stylized)	77016936	3315538	Registered	US
7434T0200US	CONSTANT INNOVATION	90498464	-	Pending	US
7434T0210US	LINK-LOC	88195966	5781094	Registered	US
7434T0220US	iQ-s	88454302	5937251	Registered	US
7434T0230US	MEDMASTER	90313321	6427726	Registered	US
7434T0240US	DLA Digital Lab Assistant (stylized)	88454292	6104955	Registered	US
7434T0250US	PASS	90281943	6426217	Registered	US

PATENT AND TRADEMARK SECURITY AGREEMENT  
SCHEDULE 1

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**TRADEMARK**  
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AMENDED  
SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

List of Patents

<b>Description</b>	<b>Serial No.</b>	<b>Pat. No.</b>
<b><u>Patents</u></b>		
7434P0010US Gas Cylinder Delivery System	11111332	7275902
<b><u>Patent Applications (In Progress)</u></b>		
7434P0080US Cylinder Lifting Device, <i>expired in favor of 18093285</i>	63296321	-
7434P0081US Cylinder Lifting Device IT, <i>replaced 63296321</i>	18093285	-
7434P0090US Pallet Lock	63443608	-

PATENT AND TRADEMARK SECURITY AGREEMENT  
SCHEDULE 2

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**RECORDED: 08/02/2023**

**TRADEMARK**  
**REEL: 008153 FRAME: 0913**