

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828659

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:	NorthCoast Mezzanine SBIC III, LP		
Street Address:	60 South Sixth Street, Suite 3550		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
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:	9372282816		
<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>			
Phone:	9376412069		
Email:	khardy@taftlaw.com		
Correspondent Name:	Kristin H. Hardy		
Address Line 1:	40 N Main Street, Suite 1700		
Address Line 4:	Dayton, OHIO 45458		
ATTORNEY DOCKET NUMBER:	106109/00018		
NAME OF SUBMITTER:	Kristin H. Hardy		
SIGNATURE:	/Kristin H. Hardy/		
DATE SIGNED:	08/01/2023		

CH \$140.00 5650603

Total Attachments: 6

source=128205843-v1-Tab 13 - Trademark Security Agreement (Executed) (002)#page1.tif

source=128205843-v1-Tab 13 - Trademark Security Agreement (Executed) (002)#page2.tif

source=128205843-v1-Tab 13 - Trademark Security Agreement (Executed) (002)#page3.tif

source=128205843-v1-Tab 13 - Trademark Security Agreement (Executed) (002)#page4.tif

source=128205843-v1-Tab 13 - Trademark Security Agreement (Executed) (002)#page5.tif

source=128205843-v1-Tab 13 - Trademark Security Agreement (Executed) (002)#page6.tif

**TO BE RECORDED WITH THE U.S.
PATENT AND TRADEMARK OFFICE**

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF AUGUST 1, 2023 BY NORTHCOAST MEZZANINE SBIC III, LP, A DELAWARE LIMITED PARTNERSHIP, IN FAVOR OF BYLINE BANK, AS SENOR AGENT AND SENIOR LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

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 NORTHCOAST MEZZANINE SBIC III, LP, a Delaware limited partnership (the “*Purchaser*”), as note purchaser under that certain Note Purchase 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 Note Purchase Agreement, dated as of even date herewith, with the Lenders party thereto, and the Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Note Purchase Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement of even date herewith in favor of the Purchaser (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. **Defined Terms**. 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 Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest**. As security for the Obligations, each Grantor hereby grants to the Purchaser 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 Exhibit A 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 Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Purchaser 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. **Counterparts**. 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.

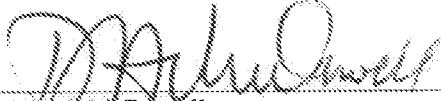
SECTION 5. **Senior Subordination Agreement.** Notwithstanding anything to the contrary contained herein, this Agreement and the rights, benefits and obligations evidenced hereby are subordinate in the manner and to the extent set forth in the Senior Subordination Agreement and Purchaser, by Purchaser's acceptance hereof, agrees to be bound by the terms and provisions of the Senior Subordination Agreement.

[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, as Borrower

By 

Name: Detek McDowell

Title: Vice President

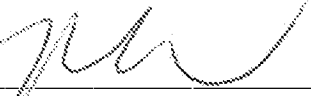
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008156 FRAME: 0605

Accepted:

NORTHCOAST MEZZANINE SBIC III, LP,
a Delaware limited partnership

By: NORTHCOAST MANAGEMENT III, LLC
Its: General Partner

By:  _____

Name: Mark R. McDonald
Title: Founding Partner

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008156 FRAME: 0606

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 Licensed/First Use in Commerce 1939	RN 1711712	9/1/1992	Koroseal Interior Prods., LLC (Licensor)	C 017. US 001. G & S: synthetic elastomeric material sold in web, sheet, flexible film, block or rod form for use in further manufacturing; or in permanent combination with another article in

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