

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833389

| | | | |
|---|---|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SINTERFIRE ACQUISITION CORP. | | 08/17/2023 | Corporation: DELAWARE |
| SINTERFIRE, INC. | | 08/17/2023 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | ACADEMY BANK, N.A. | | |
| Street Address: | 1100 MAIN | | |
| Internal Address: | SUITE 1600 | | |
| City: | KANSAS CITY | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 64105 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2311124 | SINTERFIRE | |
| Registration Number: | 2590070 | SPECIAL DUTY | |
| Registration Number: | 2584064 | GREENLINE | |
| Registration Number: | 6366229 | CARBON CITY | |
| Registration Number: | 6503941 | DUST TO DUST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128767934 | | |
| <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: | 3128768000 | | |
| Email: | angelica.pogson@dentons.com | | |
| Correspondent Name: | Dentons US LLP | | |
| Address Line 1: | P.O. Box 1302 | | |
| Address Line 4: | Chicago, ILLINOIS 60604 | | |
| NAME OF SUBMITTER: | Angelica Pogson, Paralegal | | |
| SIGNATURE: | /angelica pogson/ | | |
| DATE SIGNED: | 08/21/2023 | | |

OP \$140.00 2311124

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("*IP Security Agreement*"), dated as of August 17, 2023, is made by the parties listed on the signature pages hereof (collectively, the "*Grantors*") in favor of **ACADEMY BANK, N.A.**, as administrative agent for the Secured Parties and collateral agent for Secured Parties (in each such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*").

WHEREAS, pursuant to that certain Loan Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "*Loan Agreement*"), by and among, **SINTERFIRE ACQUISITION CORP.**, a Delaware corporation ("*SAC*"), **SINTERFIRE, INC.**, a Pennsylvania corporation ("*Sinterfire*" and collectively with SAC, jointly and severally, and individually, as the context may require, "*Borrower*"), the lenders from time to time party thereto (each, a "*Lender*" and, collectively, the "*Lenders*"), and the Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Security Agreement*"), made by and among the Grantors in favor of the Administrative Agent, for the benefit of the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Each Grantor hereby unconditionally grants, assigns, and pledges, to the Administrative Agent for the ratable benefit of the Secured Parties, to secured the Secured Obligations, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "*IP Collateral*");

(a) (i) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule 1 hereto, all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and (ii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License (collectively, the "*Patent Collateral*");

(b) (i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule 2 hereto, (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (iii) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (B) injury to the goodwill associated with any Trademark, or (C) right to receive license fees, royalties, and other compensation under any Trademark License (collectively, the "**Trademark Collateral**"); and

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to a Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (collectively, the "**Copyrights**"); (ii) all renewals or extensions of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright License (collectively, the "**Copyright Collateral**").

Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property.

2. Recordation. Each Grantor authorizes the Commissioner for Patent Collateral, the Commissioner for Trademark Collateral and the Register of Copyright Collateral and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Credit Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (*i.e.* "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

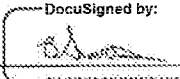
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP

Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Missouri.

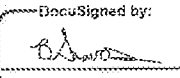
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SINTERFIRE ACQUISITION CORP., a Delaware corporation, as a Grantor

By:  DocuSigned by:
Name: Brandon Graves
Title: President

SINTERFIRE, INC., a Pennsylvania corporation, as a Grantor

By:  DocuSigned by:
Name: Brandon Graves
Title: President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

AGREED TO AND ACCEPTED:

ACADEMY BANK, N.A., as the Administrative Agent

DocuSigned by:
By: Joe Baeres
Name: Joe Baeres
Title: Vice President

Address for Notices:
1100 Main
Suite 1600
Kansas City, Missouri 64105

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE 1
to
IP SECURITY AGREEMENT

Patents

Utility Patents:

| STATUS | COUNTRY | APPLICATION NO. (FILING DATE) | PATENT NO. (ISSUE DATE) | EXPIRATION DATE |
|---|----------------|--|------------------------------------|------------------------|
| UTILITY PATENT FOR METHOD OF MAKING A BULLET COMPRISING A COMPACTED MIXTURE OF COPPER POWDER FINNEGAN REF. NO.: 13157.0011 | | | | |
| ISSUED | United States | 16/394,630 (April 25, 2019) | 11,015,908 (May 25, 2021) | January 13, 2037 |
| ISSUED | United States | 15/406,003 (January 13, 2017) | 10,309,756 (June 6, 2019) | January 13, 2037 |
| PENDING | Korea | 10-2018-7023666 (January 13, 2017) | | |
| PENDING | Hong Kong | 19123849.2 (May 15, 2019) | | |
| PENDING | Mexico | MX/a/2018/008854 (January 13, 2017) | | |
| PENDING | Europe | 17704573.9 (January 13, 2017) | | |
| PENDING | Canada | 3017899 (January 13, 2017) | | |
| UTILITY PATENT FOR TITLE: METHOD OF MAKING A COLORED PROJECTILE FINNEGAN REF. NO.: 13157.0012 | | | | |
| ISSUED | United States | 16/279,893 (February 19, 2019) | 10,830,565 (November 10, 2020) | February 19, 2039 |

Design Patents:

| STATUS | COUNTRY | APPLICATION NO. (FILING DATE) | PATENT NO. (ISSUE DATE) | EXPIRATION DATE |
|--|---------------|--|---------------------------------------|-------------------|
| DESIGN PATENT FOR TITLE: PROJECTILE FINNEGAN REF. NO.: 13157.0014 | | | | |
| ISSUED | Hong Kong | 1915266.1 (December 17, 2019) | 19615266.1 (December 18, 2019) | December 17, 2044 |
| ISSUED | Europe | 007412523 (December 17, 2019) | 007412523-0001 (December 17, 2019) | December 17, 2044 |
| ISSUED | United States | 29/695,309 (June 18, 2019) | D898,861 (October 13, 2020) | October 13, 2035 |
| ISSUED | Brazil | BR 30 2019 006155 4 (December 16, 2020) | DI 30 2019 006155-4 (June 7, 2020) | December 16, 2045 |
| ISSUED | Mexico | MX/1/2019/003540 (December 13, 2019) | 60222 (March 3, 2021) | December 13, 2044 |
| ISSUED | China | 201930704978.X (December 17, 2019) | 201930704978.X (June 24, 2020) | December 17, 2029 |
| ISSUED | Korea | 30-2019-0061284 (December 17, 2019) | 30-1091066 (January 11, 2021) | December 17, 2039 |
| PENDING | Canada | 191803 (December 10, 2019) | | |
| DESIGN PATENT FOR FISHING SINKER FINNEGAN REF. NO.: 13157.0008 | | | | |
| ISSUED | United States | 29/571,955 (July 22, 2016) | D821,540 (June 26, 2018) | June 26, 2033 |

SCHEDULE 2
to
IP SECURITY AGREEMENT

Trademarks:

SINTERFIRE TRADEMARK PORTFOLIO - February 13, 2023

| Country | Trademark | Status | Application No. | Registration No. (Registration Date) |
|---------------|----------------------------|--|-----------------|--|
| United States | <i>SINTERFIRE</i> | Registered TM Renewal & Sec. 8 Aff. Due 1/25/26 (not an expiration date but a renewal) | 75/559,200 | 2,311,124 (January 25, 2000) |
| United States | <i>SPECIAL DUTY</i> | Registered TM Renewal & Sec. 8 Aff. Due 1/25/26 (not an expiration date but a renewal) | 76/203,794 | 2,590,070 (July 2, 2002) Refiling of SPECIAL DUTY -Reg. No. 2,590,070 - onto Principal Register Section 1(a) |
| United States | <i>GREENLINE</i> | Registered TM Renewal & Sec. 8 Aff. Due 1/25/26 (not an expiration date but a renewal) | 76/218,167 | 2,584,064 (June 18, 2002) Re-filing of GREENLINE-Reg. No. 2,584,064 - onto Principal Register Section 1(a) |
| United States | <i>CARBON CITY</i> Logo | Registered | 90/091,346 | 6,366,229 (May 25, 2021) Will remain in force for a period of ten years from the issue date, e.g., until May 25, 2031. Can be renewed if still in use. |
| United States | <i>DUST TO DUST</i> | Registered | 90/164,623 | 6,503,941 (September 28, 2021) Will remain in force for a period of ten years from the issue date, e.g., until September 28, 2031. Can be renewed if still in use. |

SCHEDULE 3
TO
IP SECURITY AGREEMENT

COPYRIGHTS

NONE