

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAST METAL LLC		08/18/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5623567	FAST METAL	
Registration Number:	5673354	FM FAST METAL	
Registration Number:	5810221	FM FAST METAL	
Registration Number:	5894454	FM	
Registration Number:	6162845	FM	
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>			
Phone:	7049256060		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	300 S. Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	058550-000126		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		
DATE SIGNED:	08/21/2023		

CH \$140.00 5623567

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 18, 2023, is by FAST METAL LLC, an Arizona limited liability company (the “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. The Grantor, Revision Military Ltd., a Delaware corporation (“Revision Military”) and REYewear Acquisition, Inc., a Delaware corporation (“Holdings”), have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor, Revision Military and Holdings have entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses (except to the extent constituting Excluded Collateral), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (except to the extent constituting Excluded Collateral), 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 the 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; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the 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 Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[SIGNATURE PAGE FOLLOWS]

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.

FAST METAL LLC

By: 
W. Christian Cantalupo, Vice President

ACKNOWLEDGED:

CIBC BANK USA
as Administrative Agent

By: Matthew Berman

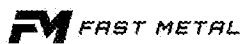
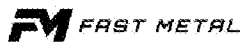


Name: Matthew Berman

Its: Managing Director

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses Owned by Fast Metal

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
FAST METAL	04-Dec-18	5,623,567
 FM FAST METAL	12-Feb-19	5,673,354
 FM FAST METAL	23-July-19	5,810,221
 FM	29-Oct-19	5,894,454
 FM	20-Sept-20	6,162,845

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

Mark	Country	Reg. Date	Reg. No.
FAST METAL	EU/CTM	25-Jan-20	018129164
FAST METAL	WIPO	29-Feb-20	1536030
FAST METAL	UK	25-Jan-20	UK00918129164
FAST METAL	Japan	08-Jul-21	1536030
FAST METAL	Canada	03-Mar-22	TMA1119700
FAST METAL	Australia	18-June-20	2096710

Trademark Licenses

Oral agreement by and between Gentex Corporation and Revision Military relating to the manufacture of sunglasses identified as model MK2 dated December 17, 2021.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses Owned by Fast Metal

U.S. Patent Registrations

Title	Patent No.	Issue Date	Expiration Date
Design Patent: Glasses with Lens Inserts	D898,093	06-Oct-20	06-Oct-35
Design: Glasses with Lens Inserts	D916,947	20-Apr-21	20-Apr-36
Utility: Eyewear Lens Holder	11,002,988	11-May-21	28-Mar-39
Utility: Eyewear	11,474,373	18-Oct-22	28-Jan-39

U.S. Patent Applications

Title	Patent Application No.	Filing Date
Utility: Eyewear with Engageable Protective Shield	17/357575	24-Jun-21
Design: Lens Insert for Frames	29/736054	27-May-20

Non-U.S. Patent Registrations

None.

Non-U.S. Patent Applications

None.

Patent Licenses

None.