OP \$90.00 3523975

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM835782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Molding, LLC		08/28/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ByLine Bank
Street Address:	180 N LaSalle
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3523975	HETERO-CAVITY
Registration Number:	2414143	N
Registration Number:	2353471	NATIONAL MOLDING

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,anthony.amorini@hklaw.com

Correspondent Name: Holland & Knight, LLP Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	08/30/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2023 is made by **NATIONAL MOLDING, LLC**, a Delaware limited liability company (the "<u>Borrower</u>"), in favor of **BYLINE BANK** ("<u>Lender</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of August 28, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Borrower and Lender (together with its successors and assigns), Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Borrower has agreed, pursuant to the Loan Agreement to partially secure its Obligations (as defined in the Loan Agreement) thereunder by delivering this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its respective extensions of credit to Borrower thereunder, the Borrower hereby agrees with Lender as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

<u>Grant of Security Interest in Trademark Collateral</u>. The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower (the "<u>Trademark Collateral</u>"):

- (a) all of its trademarks and all intellectual property licenses providing for the grant by or to the Borrower of any right under any trademark, including, without limitation, those referred to on Schedule I hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

<u>provided</u>, <u>however</u>, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Lender such rights as are provided to holders of security interests under applicable law.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Borrower hereby acknowledges and agrees that the rights and remedies of Lender

EXECUTION VERSION

with respect to the security interest in the Trademark 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.

<u>Borrower Remains Liable</u>. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademark and intellectual property licenses subject to a security interest hereunder.

<u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NATIONAL MOLDING, LLC, as Borrower

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

BYLINE BANK, as Lender

By: Name: Scott Mier

Title: Senior Vice President, Division Head

Commercial Banking

[Signature Page to Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	Registration	Registration Date	<u>Country</u>	MARK
	<u>Number</u>			
National Molding, LLC	3523975	October 28, 2008	United States	HETERO-CAVITY
National Molding, LLC	2414143	December 19, 2000	United States	N
National Molding, LLC	2353471	May 30, 2000	United States	NATIONAL
				MOLDING

RECORDED: 08/30/2023