

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836430

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vortex Technology Group, LLC		09/01/2023	Limited Liability Company: DELAWARE
Quadex, LLC		09/01/2023	Limited Liability Company: DELAWARE
CIPP Corp, LLC		09/01/2023	Limited Liability Company: DELAWARE
Vortex Lining Systems, LLC		09/01/2023	Limited Liability Company: DELAWARE
VORTEX SERVICES, LLC		09/01/2023	Limited Liability Company: DELAWARE
Schwalm USA, LLC		09/01/2023	Limited Liability Company: DELAWARE
Vortex Infrastructure Products, LLC		09/01/2023	Limited Liability Company: DELAWARE
Vortex Companies, LLC		09/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Audax Private Debt LLC, as administrative agent		
<b>Street Address:</b>	101 Huntington Avenue, 25th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87935268	ALUMINALINER	
<b>Serial Number:</b>	90472144	CIPP H2O	
<b>Serial Number:</b>	86576342	CIPP H2O	
<b>Serial Number:</b>	88851213	CREW CARE	
<b>Serial Number:</b>	87935270	FLEX GUARD	
<b>Serial Number:</b>	86365967	GEOKRETE	
<b>Serial Number:</b>	88258745	GEOKRETE	

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Property Type	Number	Word Mark
Serial Number:	87900089	GEOLINER
Serial Number:	87935263	HYPERFORM
Serial Number:	88258922	I & I GUARD
Serial Number:	90977369	IN THE VORTEX
Serial Number:	87935265	QM-1S RESTORE
Serial Number:	88607434	QUAD-CLEAN
Serial Number:	88255692	QUAD-CURE
Serial Number:	87935251	QUADEX
Serial Number:	87935276	QUADEX LINING SYSTEM
Serial Number:	87935247	QX QUADEX
Serial Number:	88303413	QUADEX ONEGUN
Serial Number:	87935260	QUAD-PLUG
Serial Number:	87935242	SHOPTRENCHLESS.COM
Serial Number:	87935258	SPRAYMASTER
Serial Number:	87510501	STRUCTURE GUARD
Serial Number:	90976783	THINKING BIG ABOUT TOMORROW'S WATER & SE
Serial Number:	85485169	VERICURE
Serial Number:	88715371	VOLTACUTTER
Serial Number:	88494696	
Serial Number:	90976782	VORTEX COMPANIES
Serial Number:	87430357	VORTEX INFRASTRUCTURE
Serial Number:	87430347	VORTEX INFRASTRUCTURE
Serial Number:	87935273	VORTEX TURNKEY SOLUTIONS
Serial Number:	97507642	VORTEX UNIVERSITY
Serial Number:	97416711	VORTEX WORLD
Serial Number:	88854905	WE WIN BIG TOGETHER
Serial Number:	88715326	WHY DIG?
Serial Number:	90895334	CIPP CORP CIPP CORPORATION
Serial Number:	90459455	VORTEX COMPANIES
Serial Number:	90469622	THINKING BIG ABOUT TOMORROW'S WATER & SE

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

<b>Address Line 4:</b>	Columbus, OHIO 43219
<b>NAME OF SUBMITTER:</b>	Sophie Bolt
<b>SIGNATURE:</b>	/Sophie Bolt/
<b>DATE SIGNED:</b>	09/01/2023
<b>Total Attachments: 10</b> source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page1.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page2.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page3.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page4.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page5.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page6.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page7.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page8.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page9.tif source=11. Vortex - Trademark Security Agreement [COVER SHEET]#page10.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Vortex Technology Group, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 1, 2023

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Audax Private Debt LLC, as administrative agent

Street Address: 101 Huntington Avenue, 25th Floor

City: Boston

State: MA

Country: USA Zip: 02199

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text  
See Schedule 1

B. Trademark Registration No.(s)  
See Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: SBolt@cahill.com

### 6. Total number of applications and registrations involved:

**37**

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature: Sophie Bolt

Signature

September 1, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**10**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

**REEL: 008186 FRAME: 0098**

ADDITIONAL CONVEYING PARTIES

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>CEO Address</u>
Quadex, LLC	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060
CIPP Corp, LLC	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060
Vortex Lining Systems, LLC	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060
VORTEX SERVICES, LLC	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060
Schwalm USA, LLC	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060
Vortex Infrastructure Products, LLC	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060
Vortex Companies, LLC (Company)	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060
Vortex Technology Group, LLC	Delaware	LLC	18150 Imperial Valley Drive Houston, Texas 77060

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2023, is made by Vortex Companies, LLC, Quadex, LLC, CIPP Corp, LLC, Vortex Technology Group, LLC, Schwalm USA, LLC, Vortex Infrastructure Products, LLC, Vortex Services, LLC and Vortex Lining Systems, LLC (each a “Grantor” and, collectively, the “Grantors”), in favor of Audax Private Debt LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 1, 2023 as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), among Vortex Intermediate, LLC, a Delaware limited liability company (“Holdings”), the Initial Borrower, the Borrower, the other Credit Parties from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 1, 2023 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be granted in, any "intent to use" Trademark or Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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.

Section 6. 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 New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor 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,


~~VORTEX COMPANIES, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer

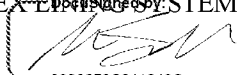
~~QUADEX, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer


~~CIPP CORP, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer


~~VORTEX LIDING SYSTEMS, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer

~~VORTEX SERVICES, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer


~~SCHWALM USA, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer

~~VORTEX TECHNOLOGY GROUP, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer


~~VORTEX INFRASTRUCTURE PRODUCTS, LLC, as Grantor~~

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Matthew Samford  
Title: Chief Financial Officer



ACCEPTED AND AGREED  
as of the date first written above:

AUDAX PRIVATE DEBT LLC,  
as Agent

By:   
Name: Bryant Shain  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country Name</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
ALUMINALINER	US	87/935,268	24-May-2018	5,665,833	29-Jan-2019	Registered	QUADEX, LLC
CIPP H20	US	90/472,144	18-Jan-2021	6,606,071	04-Jan-2022	Registered (Principal Register)	Cipp Corp, LLC
CIPP H20	US	86/576,342	25-Mar-2015	4,915,613	08-Mar-2016	Registered (Supplemental Register)	Cipp Corp, LLC
CREW CARE	US	88/851,213	27-Mar-2020	6,174,307	13-Oct-2020	Registered	Vortex Companies, LLC
FLEX GUARD	US	87/935,270	24-May-2018	5,743,537	07-May-2019	Registered	QUADEX, LLC
GEOKRETE	US	86/365,967	13-Aug-2014	5,335,714	14-Nov-2017	Registered	QUADEX, LLC
GEOKRETE	US	88/258,745	11-Jan-2019	5,813,351	23-Jul-2019	Registered	QUADEX, LLC
GeoLiner	US	87/900,089	30-Apr-2018	5,627,614	11-Dec-2018	Registered	QUADEX, LLC
HYPERFORM	US	87935263	24-May-2018	5,665,831	29-Jan-2019	Registered	QUADEX, LLC
I & I GUARD	US	88/258,922	11-Jan-2019	5,813,361	23-Jul-2019	Registered	QUADEX, LLC
IN THE VORTEX	US	90/977369	11-Jan-2021	6816524	9-Aug-2022	Registered	Vortex Companies, LLC

<u>Trademark</u>	<u>Country Name</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
QM-1S RESTORE	US	87/935,265	24-May-2018	5,665,832	29-Jan-2019	Registered	QUADEX, LLC
QUAD-CLEAN	US	88/607,434	06-Sep-2019	6,137,856	25-Aug-2020	Registered	QUADEX, LLC
QUAD-CURE	US	88/255,692	09-Jan-2019	5,869,965	24-Sep-2019	Registered	QUADEX, LLC
QUADEX	US	87/935,251	24-May-2018	5,731,554	23-Apr-2019	Registered	QUADEX, LLC
QUADEX LINING SYSTEM	US	87/935,276	24-May-2018	5,665,834	29-Jan-2019	Registered	Vortex Lining Systems, LLC
QUADEX Logo	US	87/935,247	24-May-2018	5,731,553	23-Apr-2019	Registered	QUADEX, LLC
QUADEX ONEGUN	US	88/303,413	15-Feb-2019	5,870,037	24-Sep-2019	Registered	QUADEX, LLC
QUAD-PLUG	US	87/935,260	24-May-2018	5,665,830	29-Jan-2019	Registered	QUADEX, LLC
SHOPTRENCHLESS .COM	US	87/935,242	24-May-2018	5,810,432	23-Jul-2019	Registered	SCHWALM USA, LLC
SPRAYMASTER	US	87/935,258	24-May-2018	5,743,536	07-May-2019	Registered	QUADEX, LLC
STRUCTURE GUARD	US	87/510,501	29-Jun-2017	5,552,040	28-Aug-2018	Registered	QUADEX, LLC
THINKING BIG ABOUT TOMORROW'S WATER & SEWER INFRASTRUCTURE CHALLENGES	US	90/976,783	15-Jan-2021	6,797,449	19-Jul-2022	Registered	Vortex Companies, LLC

<u>Trademark</u>	<u>Country Name</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
VERICURE	US	85/485,169	01-Dec-2011	4,543,897	03-Jun-2014	Registered	Vortex Technology Group, LLC
VOLTACUTTER	US	88/715,371	04-Dec-2019	6196851	10-Nov-2020	Registered	Vortex Infrastructure Products, LLC
Vortex Bug Design	US	88/494,696	29-Jun-2019	5,960,426	14-Jan-2020	Registered	Vortex Companies, LLC
VORTEX COMPANIES	US	90/976,782	11-Jan-2021	6,797,448	19-Jul-2022	Registered	Vortex Companies, LLC
VORTEX INFRASTRUCTURE	US	87/430,357	28-Apr-2017	5,349,794	05-Dec-2017	Registered	Vortex Companies, LLC
VORTEX INFRASTRUCTURE (LOGO)	US	87/430,347	28-Apr-2017	5,349,792	05-Dec-2017	Registered	Vortex Companies, LLC
VORTEX TURNKEY SOLUTIONS	US	87/935,273	24-May-2018	5,712,668	02-Apr-2019	Registered	Vortex Services, LLC
VORTEX UNIVERSITY	US	97/507,642	18-Jul-2022	6,969,322	31-Jan-2023	Registered	Vortex Companies, LLC
VORTEX WORLD	US	97/416,711	18-May-2022	6,969,265	31-Jan-2023	Registered	Vortex Companies, LLC
WE WIN BIG TOGETHER	US	88/854,905	31-Mar-2020	6,169,351	06-Oct-2020	Registered	Vortex Companies, LLC
WHY DIG?	US	88/715,326	04-Dec-2019	6,106,085	21-Jul-2020	Registered	Vortex Companies, LLC

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country Name</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
CIPP CORP. CORPORATION (Stylized/design)	US	90/895,334	21-Aug-2021	Cipp Corp, LLC
VORTEX COMPANIES	US	90/459,455	11-Jan-2021	Vortex Companies, LLC
THINKING BIG ABOUT TOMORROW'S WATER & SEWER INFRASTRUCTURE CHALLENGES	US	90/469,622	15-Jan-2021	Vortex Companies, LLC