

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIRBY OPCO, LLC d/b/a The Kirby Company		09/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAMBRIDGE SAVINGS BANK		
Street Address:	81 Wyman Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	State Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	3683445	AVALIR	
Registration Number:	5552020	AVALIR2	
Registration Number:	5142696	CLEANOVATION	
Registration Number:	1853530	G4	
Registration Number:	2105531	G4	
Registration Number:	2104149	G5	
Registration Number:	2235482		
Registration Number:	1532742	GENERATION 3	
Registration Number:	1598365	GENERATION 3	
Registration Number:	1261520	K	
Registration Number:	0993713	KIRBY	
Registration Number:	1076783	KIRBY	
Registration Number:	1081463	KIRBY	
Registration Number:	1135019	KIRBY	
Registration Number:	1210016	KIRBY	
Registration Number:	1030347	KIRBY	
Registration Number:	1151579	KIRBY	
Registration Number:	1185521	KIRBY	
Registration Number:	1081464	KIRBY	

OP \$1165.00 3683445

Property Type	Number	Word Mark
Registration Number:	1135020	KIRBY
Registration Number:	1210015	KIRBY
Registration Number:	1255543	KIRBY FACTORY AUTHORIZED SALES AND SERVI
Registration Number:	0615220	KIRBY
Registration Number:	0940356	KIRBY
Registration Number:	1210017	KIRBY
Registration Number:	1861398	KIRBY MICRON MAGIC
Registration Number:	1355121	MINI EM-TOR
Registration Number:	3039756	ODORIFIC II
Registration Number:	4659068	READIVAC
Registration Number:	5203440	KK
Registration Number:	5345132	RUG RENOVATOR
Registration Number:	1007774	SCUTTLE
Registration Number:	3261699	SENTRIA
Registration Number:	3313181	SENTRIA
Registration Number:	3275939	SENTRIA
Registration Number:	2176722	SPLIT SECOND 2
Registration Number:	1363130	SPLITSECOND
Registration Number:	1577352	
Registration Number:	1596174	TECH DRIVE
Registration Number:	5192418	THE SPOTTY
Registration Number:	2644321	THE ULTIMATE G SERIES
Registration Number:	1245767	TURBO
Registration Number:	1215632	
Registration Number:	1585444	VACUETTE
Registration Number:	1525296	
Serial Number:	97387881	KIRBY

CORRESPONDENCE DATA

Fax Number: 3177133699

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: 3177133412

Email: twagner@taftlaw.com

Correspondent Name: Tiffini Wagner

Address Line 1: One Indiana Square

Address Line 2: Suite 3500

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: RIG03-GN099

NAME OF SUBMITTER:	Tiffini Wagner
SIGNATURE:	/ Tiffini Wagner /
DATE SIGNED:	09/13/2023
Total Attachments: 10 source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page1.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page2.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page3.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page4.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page5.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page6.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page7.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page8.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page9.tif source=Kirby-Cambridge Intellectual Property Security Agreement- executed#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is made as of September 12, 2023, by and between Kirby OpCo, LLC (d/b/a The Kirby Company), a Delaware limited liability company (the “*Company*”), with its primary address located at 1920 W 114th Street, Cleveland, OH 44102-2322 and Cambridge Savings Bank, a Massachusetts savings bank having an address of 81 Wyman Street, Waltham, Massachusetts 02451, the secured party hereunder (hereinafter called the “*Lender*”). in connection with the Note and the Loan Agreement (each as defined below).

1. Purpose. This Agreement is granted by the Company in favor of the Lender in connection with and to secure that certain Loan and Security Agreement (All Assets), of even date, entered into between the Company and the Lender (as may be amended, restated, modified or replaced from time to time, the “*Loan Agreement*”), and the Secured Revolving Time Note, of even date, in the maximum principal amount of \$8,000,000.00 issued to the Lender by the Company under the Loan Agreement (as may be amended, restated, modified or replaced from time to time, the “*Note*”). Capitalized terms not defined in this Agreement have the meanings set forth under the Loan Agreement.

2. Grant of Security Interest. The Company hereby grants to Lender, a continuing security interest in the “*Collateral*” described in Section 3 below to secure the payment and performance of the Obligations. This Agreement shall be and become effective when, and continue in effect as long as the Obligations are outstanding and unpaid.

3. Collateral. “*Collateral*” means:

3.1 All United States copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified in **Schedule A** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all copyright licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the copyrights, including, without limitation, the license agreements listed on **Schedule A** hereto and made a part hereof, subject, in each case, to the restrictions in and terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (copyrights and copyright licenses being, collectively, “*Copyrights*”);

3.2 All United States letters patent, patent applications and patentable inventions, including, without limitation, all registered patents and patent applications identified in **Schedule B** attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or

otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all patent licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the patents, including, without limitation, the license agreements listed on **Schedule B** hereto and made a part hereof, subject, in each case, to the restrictions in and terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (patent and patent licenses being, collectively, the ***“Patents”***);

3.3 All United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in **Schedule C** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; and all license agreements with any other person in connection with any of the trademarks, including, without limitation, the license agreements listed on **Schedule C** hereto and made a part hereof, subject, in each case, to the restrictions in and terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses, excluding, however, United States intent-to-use trademark applications, to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable law, impair the registrability of such applications or the validity or enforceability of trademark rights or of registrations issuing from such applications (trademarks and trademark licenses being, collectively, the ***“Trademarks”***); and

3.4 Any and all proceeds of any of the rights included above and any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above.

4. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and/or Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement, as security for the discharge and performance of similar

Liabilities. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

5. Waiver. The Company waives all defenses and setoffs which could hinder or reduce the obligations of the Company under this Agreement. In addition, and solely after the occurrence and during the continuance of an Event of Default, except as expressly prohibited by law, the Company waives any right it may have to require Lender to give notice of the details of any public or private sale of personal property security held from the Company or pursue any remedy available to Lender.

6. Event of Default. Upon the occurrence of an Event of Default, the Lender may exercise any rights and remedies made available to the Lender pursuant to the terms of the Loan Agreement.

7. General.

7.1 This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any applicable principles of conflicts of laws. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the Company.

7.2 The Company may not assign its rights and obligations under this Agreement without the Lender's prior written consent.

7.3 THE LENDER AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, LENDER AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

[Signature Pages Follow]

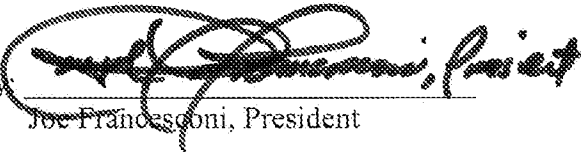
The parties have executed this Intellectual Property Security Agreement as of the date first written above.

COMPANY:

LENDER:

KIRBY OPCO, LLC

CAMBRIDGE SAVINGS BANK

By: 
Joe Francesconi, President

By: _____
Brendan Kennedy, Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

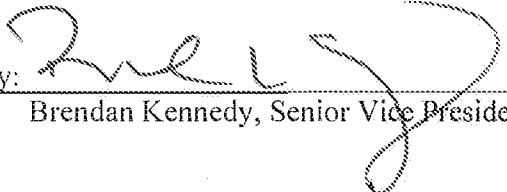
COMPANY:

KIRBY OPCO, LLC

LENDER:

CAMBRIDGE SAVINGS BANK

By: _____
Joe Francesconi, President

By: 
Brendan Kennedy, Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Copyrights

<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>
TX4592775	6/2/1997	KIRBY CUSTOMER SERVICE CENTER WORLDWIDE COMMUNICATION SYSTEM
TX-5-555-531	3/21/2002	HERE'S PROOF (G Six Manual)
TX5656218	7/26/2002	ULTIMATE G SERIES BROCHURE
TX5656114	7/26/2003	KIRBY SALES BOOK
TX 6-486-772	12/23/2006	KIRBY HERE'S PROOF (for Sentria Model)

SCHEDULE B

Patents

Title	Country	Status	Application No.	Filing Date	Patent No.	Patent Date	Expiration Date
MOTOR CONTROL FOR A VACUUM CLEANER	US	Granted	11325826	05-Jan-2006	7823249	02-Nov-2010	04-Sep-2029
VACUUM CLEANER WITH REMOVABLE CLEANING ATTACHMENT	US	Granted	11/264916	02-Nov-2005	7690078	06-Apr-2010	04-Feb-2029
UPRIGHT VACUUM CLEANER WIT REMOVABLE POWER HEAD	US	Granted	11/327225	06-Jan-2006	7694383	13-Apr-2010	29-Jul-2028
VACUUM CLEANER WITH DRIVE ASSIST	US	Granted	11/207490	19-Aug-2005	7487569	10-Feb-2009	02-Mar-2027
CENTRIFUGAL FAN	US	Granted	11/176458	07-Jul-2005	7455499	25-Nov-2008	22-Dec-2026
FILTER BAG MOUNTING ASSEMBLY	US	Granted	12/100109	09-Apr-2008	7794516	14-Sep-2010	28-Feb-2029
MOUNTING COLLAR FOR A FILTER BAG	US	Granted	29/317586	02-May-2008	D600868	22-Sep-2009	22-Sep-2023
SHEET MATERIAL WITH SURFACE PATTERN	US	Granted	29/323170	20-Aug-2008	D608546	26-Jan-2010	26-Jan-2024
VACUUM CLEANER WITH DRIVE ASSIST	US	Granted	12/345827	30-Dec-2008	7770255	10-Aug-2010	31-Aug-2025
VACUUM CLEANER WITH REMOVABLE HANDLE	US	Granted	12/507212	22-July-2009	7854038	21-Dec-2010	03-Nov-2025
VACUUM CLEANER BRUSH ATTACHMENT	US	Granted	29/366246	22-Jul-2010	D672104	04-Dec-2012	04-Dec-2026
MOTOR CONTROL FOR A VACUUM CLEANER	US	Granted	12/887738	22-Sep-2010	8099825	24-Jan-2012	05-Jan-2026

Title	Country	Status	Application No.	Filing Date	Patent No.	Patent Date	Expiration Date
SURFACE-TREATMENT APPARATUS AND HEAD UNIT	US	Granted	14/518,635	20-Oct-14	9713411	25-Jul-17	4-Feb-36
TEXTILE WITH PATTERN	US	Granted	29/506,773	20-Oct-14	D762992	9-Aug-16	9-Aug-30
TEXTILE WITH PATTERN	US	Granted	29/569,017	23-Jun-16	D778624	14-Feb-17	14-Feb-32
SURFACE-TREATMENT APPARATUS	US	Granted	29/506,776	20-Oct-14	D789632	13-Jun-17	13-Jun-31
HANDLE FOR A SURFACE-TREATMENT APPARATUS	US	Granted	29/506,778	20-Oct-14	D780390	28-Feb-17	28-Feb-31

SCHEDULE C

Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
AVALIR	US	76/651946	15-Dec-2005	3683445	15-Sep-2009	Registered
AVALIR2	US	87/507040	27-Jun-2017	5550020	28-Aug-2018	Registered
CLEANOVAION	US	86/769495	25-Sep-2015	5142696	14-Feb-2017	Registered
G4 (Stylized & Design)	US	74/374135	01-Apr-1993	1853530	13-Sep-1994	Registered
G4 (Stylized)	US	75/197852	14-Nov-1996	2105531	14-Oct-1997	Registered
G5	US	75/065871	01-Mar-1996	2104149	07-Oct-1997	Registered
G5 Square Belt Lifter Design	US	75/312993	23-Jun-1997	2235482	23-Mar-1999	Registered
GENERATION 3	US	621823	24-Sep-1986	1532742	04-Apr-1989	Registered
Generation 3 and Design	US	73/829914	06-Oct-1989	1598365	29-May-1990	Registered
K	US	73/340902	10-Dec-1981	1261520	20-Dec-1983	Registered
KIRBY	US	446830	24-Jan-1973	993713	24-Sep-1974	Registered
KIRBY	US	97180	19-Aug-1976	1076783	08-Nov-1977	Registered
KIRBY	US	129017	03-Jun-1977	1081463	10-Jan-1978	Registered
KIRBY	US	173362	06-Jun-1978	1135019	13-May-1980	Registered
KIRBY	US	290496	22-Dec-1980	1210016	21-Sep-1982	Registered
KIRBY & Greek Letter Omega	US	72/464656	02-Aug-1973	1030347	13-Jan-1976	Registered
KIRBY (Script in Circles)	US	230228	05-Sep-1979	1151579	21-Apr-1981	Registered
KIRBY (Script in Oval)	US	73/229603	30-Aug-1979	1185521	12-Jan-1982	Registered
KIRBY (Square Script)	US	73/129081	03-Jun-1977	1081464	10-Jan-1978	Registered
KIRBY (SQUARE SCRIPT)	US	73/173899	12-Jun-1978	1135020	13-May-1980	Registered
KIRBY (Square Script)	US	73/290495	22-Dec-1980	1210015	21-Sep-1982	Registered
KIRBY FACTORY AUTHORIZED SALES AND SERVICE and Design	US	73/290592	22-Dec-1980	1255543	25-Oct-1983	Registered
KIRBY IN CIRCLE	US	71/659500	14-Jan-1954	615220	01-Nov-1955	Registered
KIRBY IN SCRIPT DESIGN	US	72/340611	13-Oct-1969	940356	08-Aug-1972	Registered

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
Kirby in Script Framed Design	US	290591	22-Dec-1980	1210017	21-Sep-1982	Registered
KIRBY MICRON MAGIC	US	74/388647	07-May-1993	1861398	01-Nov-1994	Registered
MINI EM-TOR	US	515003	24-Dec-1984	1355121	20-Aug-1985	Registered
ODORIFIC II	US	76/626833	04-Jan-2005	3039756	10-Jan-2006	Registered
READIVAC	US	86/269697	02-May-2014	4659068	23-Dec-2014	Registered
REVERSE KK	US	87/121151	29-Jul-2016	5203440	16-May-2017	Registered
RUG RENOVATOR	US	87/375512	17-Mar-2017	5345132	28-Nov-2017	Registered
SCUTTLE	US	20935	08-May-1974	1007774	01-Apr-1975	Registered
SENTRIA	US	76/651945	15-Dec-2005	3261699	10-Jul-2007	Registered
SENTRIA (Script)	US	76/651941	15-Dec-2005	3313181	16-Oct-2007	Registered
SENTRIA (Stylized)	US	76/651900	15-Dec-2005	3275939	07-Aug-2007	Registered
SPLIT SECOND 2	US	75/310749	18-Jun-1997	2176722	28-Jul-1998	Registered
SPLITSECOND	US	532590	16-Apr-1985	1363130	01-Oct-1985	Registered
Square Belt Lifter Design	US	73/640783	21-Jan-1987	1577352	16-Jan-1990	Registered
TECH DRIVE	US	73/811519	10-Jul-1989	1596174	15-May-1990	Registered
THE SPOTTY	US	86/904922	11-Feb-2016	5192418	25-Apr-2017	Registered
THE ULTIMATE G SERIES (Stylized)	US	76/275757	22-Jun-2001	2644321	29-Oct-2002	Registered
TURBO	US	73/340289	07-Dec-1981	12457672	19-July-1983	Registered
TURBO LOGO DESIGN	US	73/340759	09-Dec-1981	1215632	09-Nov-1982	Registered
VACUETTE	US	73/814368	24-Jul-1989	1585444	06-Mar-1990	Registered
Vacuum Cleaner Configuration Design	US	640784	21-Jan-1987	1525296	21-Feb-1989	Registered
KIRBY	US	97/387881	29-Apr-2022			Pending