

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842743

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Interest Assignment Agreement
RESUBMIT DOCUMENT ID:	900800706

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as the resigning administrative agent		09/15/2023	Chartered Bank: NEW JERSEY

RECEIVING PARTY DATA

Name:	Acquiom Agency Services LLC, as the successor administrative agent
Street Address:	950 17th Street, Suite 1400
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2184411	STRATEGIC MATERIALS
Registration Number:	1989146	WHITEBLAST
Registration Number:	4495207	STRATEGIC MATERIALS RECYCLING EARTH'S RE
Registration Number:	3291929	NEW AGE BLAST MEDIA
Registration Number:	3773397	NOVACAST
Registration Number:	3646166	ALL OF OUR COLORS ARE GREEN
Registration Number:	5284208	AMERICAN SPECIALTY GLASS

CORRESPONDENCE DATA

Fax Number: 2128366637

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: 12128367319

Email: PAUL.SOMELOFSKE@ARNOLDPORTER.COM

Correspondent Name: Paul J. Somelofske

Address Line 1: C/O ARNOLD & PORTER KAYE SCHOLER, LLP

Address Line 2: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019-9710

ATTORNEY DOCKET NUMBER:	1106013.00002.05948
NAME OF SUBMITTER:	Paul J. Somelofske
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	09/28/2023

Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 15th day of September, 2023, by GOLDMAN SACHS BANK USA, (“Goldman Sachs”), as the resigning administrative agent under the IP Security Agreement (as defined below) and the Security Agreement (as defined below) (in such capacity, “Assignor”), in favor of ACQUIOM AGENCY SERVICES LLC, as the successor administrative agent (in such capacity, “Assignee”).

WITNESSETH

WHEREAS, Strategic Materials Holding Corp., a Delaware corporation, as borrower (the “Borrower”), SMI Group Acquisitions, Inc., a Delaware corporation, each lender from time to time party thereto and Goldman Sachs, as Swing Line Lender, L/C Issuer and Administrative Agent are parties to a Second Lien Credit Agreement, dated as of November 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”);

WHEREAS, in connection with the Second Lien Credit Agreement, Assignor is party to (i) the Second Lien Security Agreement, dated as of November 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by the Loan Parties party thereto in favor of Assignor and (ii) the Second Lien Intellectual Property Security Agreement, dated as of November 1, 2017 (the “IP Security Agreement”), made by Strategic Materials, Inc. (the “Grantor”) in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on November 1, 2017 on Reel 6194 / Frame 0765;

WHEREAS, pursuant to (i) the IP Security Agreement and (ii) the Security Agreement, as security for the payment or performance, as the case may be, in full, of the Secured Obligations, Grantor granted to Assignor, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of its right, title and interest in and to the Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto and made a part hereof;

WHEREAS, in accordance with the Second Lien Credit Agreement and pursuant to that certain Successor Second Lien Agent Agreement, dated as of September 15, 2023, among Assignor, Assignee, the lenders party thereto and the Loan Parties (the “2L Successor Agent Agreement”), the Assignor has resigned as administrative agent under the Second Lien Credit Agreement, the Security Agreement, the IP Security Agreement and the other Loan Documents (as defined in the Second Lien Credit Agreement);

WHEREAS, pursuant to the 2L Successor Agent Agreement, Assignee has, among other things, assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Goldman Sachs as administrative agent under the Second Lien Credit Agreement and the other Loan Documents (including, without limitation, under the Security Agreement and the IP Security Agreement); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's rights and interests under the the IP Security Agreement, including, without limitation, Assignor's Security Interest in the Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the IP Security Agreement, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of the rights, powers, duties and interests of Assignor under the IP Security Agreement, including, without limitation, Assignor's Security Interest in the Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto, and Assignee does hereby accept and assume all such rights, powers, duties, and interests of the Assignor under the IP Security Agreement as if it were the original administrative agent thereunder, including, without limitation, the Security Interest in the Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto.

3. Acknowledgment of Grantor. Grantor hereby (i) confirms its grant to Assignee of the Security Interest in the Collateral (as defined in the IP Security Agreement), including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto, as security for the payment or performance, as the case may be, in full, of the Secured Obligations (as defined in the Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its Security Interest in the Collateral (as defined in the IP Security Agreement) are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by

facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

GOLDMAN SACHS BANK USA, as the resigning administrative agent under the IP Security Agreement and the Security Agreement

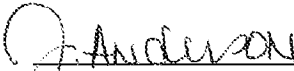
By: _____

Name: Luke Qiu

Title: Authorized Signatory


ASSIGNEE:

ACQUIOM AGENCY SERVICES LLC, as the
successor administrative agent

By:  _____
Name: Jennifer Anderson
Title: Senior Director

ACKNOWLEDGED AND AGREED:

STRATEGIC MATERIALS, INC., as Grantor

By:  _____

Name: Paul Garris

Title: Senior Vice President and Chief Financial Officer

ANNEX A

Trademarks

	Owner	Mark	Serial Number	Reg. Number
1.	Strategic Materials, Inc.	STRATEGIC MATERIALS	75/011384	2184411
2.	Strategic Materials, Inc.	WHITEBLAST	74/569059	1989146
3.	Strategic Materials, Inc.	STRATEGIC MATERIALS RECYCLING EARTH'S RESOURCES (w/ Design) 	85/432800	4495207
4.	Strategic Materials, Inc.	NEW AGE BLAST MEDIA	78/744836	3291929
5.	Strategic Materials, Inc.	NOVACAST	77/741472	3773397
6.	Strategic Materials, Inc.	ALL OF OUR COLORS ARE GREEN	77/538146	3646166
7.	Strategic Materials, Inc.	AMERICAN SPECIALTY GLASS	87/227136	5284208

Patents

	<u>Owner</u>	<u>Title</u>	<u>Pat. No.</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Issue Date</u>
1.	Strategic Materials, Inc.	Coin Recognition and Removal from a Material Stream	N/A	15/056799	29-Feb-16	N/A
2.	Strategic Materials, Inc.	Patent Application for "Bucket Mister Glass Dust"	N/A	62/447224	17-Jan-17	N/A
3.	Strategic Materials, Inc.	Method of and Apparatus for Multi-Stage Sorting of Glass Cullet	7355140	10/637188	8-Aug-03	8-Apr-08
4.	Strategic Materials, Inc.	Method of and Apparatus for High Speed, High Quality, Contaminant Removal and Color Sorting of Glass Cullet	7351929	10/877531	24-Jun-04	1-Apr-08
5.	Strategic Materials, Inc.	Method of and Apparatus for High Speed, High Quality, Contaminant Removal and Color Sorting of Glass Cullet	8436268	11/156229	24-Jun-05	7-May-13