

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O2 Partners, LLC		09/29/2023	Limited Liability Company: MAINE
RECEIVING PARTY DATA			
Name:	ING CAPITAL LLC		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5897286	3DSKIVE	
Registration Number:	6214050	ECOPLUSH	
Registration Number:	5971357	IMPERIAL	
Registration Number:	5897285	IMPRESSIONS	
Registration Number:	3684406	ORTHOLITE	
Registration Number:	4105777	ORTHOLITE	
Registration Number:	6755440	ORTHOLITE ESD SHIELD	
Registration Number:	5444577	ORTHOLITE FLOAT	
Registration Number:	5968122	ORTHOLITE HYBRID	
Registration Number:	6688074	O-THERM	
Registration Number:	5862473	RENU	
Registration Number:	5998862	SUPER SIPE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith		

CH \$315.00 5897286

Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Ave
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 44121-3

NAME OF SUBMITTER: Hayley Smith

SIGNATURE: /Hayley Smith/

DATE SIGNED: 09/29/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2023 (this “Agreement”), among O2 Partners, LLC, a Maine limited liability company (the “Grantor”) and ING Capital LLC, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Amended and Restated Credit Agreement, dated as of September 29, 2023 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ORTHOLITE INTERMEDIATE LLC, a Delaware limited liability company (“Holdings”), ORTHOLITE LLC, a Delaware limited liability company (the “Borrower”), the LENDERS party thereto and ING CAPITAL LLC (“ING”), as Administrative Agent, and (b) the Amended and Restated Collateral Agreement, dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when

taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

O2 PARTNERS, LLC, as Grantor

DocuSigned by:

Milton Brice

By: _____

722ABC1090E6457...

Name: Milton Brice

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008213 FRAME: 0962

ING CAPITAL LLC, as Administrative Agent

Lee Lem

By: _____

Name: Lee Lem

Title: Director

Michael Kim

By: _____

Name: Michael Kim

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008213 FRAME: 0963

TRADEMARK COLLATERAL

Mark	Jurisdiction	Status	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner
3DSKIVE	U.S. Federal	Registered	88441781	22-MAY-2019	5897286	29-OCT-2019	O2 PARTNERS, LLC
ECOPLUSH	U.S. Federal	Registered	88441677	22-MAY-2019	6214050	08-DEC-2020	O2 PARTNERS, LLC
IMPERIAL	U.S. Federal	Registered	88441721	22-MAY-2019	5971357	28-JAN-2020	O2 PARTNERS, LLC
IMPRESSIONS	U.S. Federal	Registered	88441748	22-MAY-2019	5897285	29-OCT-2019	O2 PARTNERS, LLC
ORTHOLITE	U.S. Federal	Registered	77977543	22-OCT-2007	3684406	15-SEP-2009	O2 PARTNERS, LLC
ORTHOLITE	U.S. Federal	Registered	77309606	22-OCT-2007	4105777	28-FEB-2012	O2 PARTNERS, LLC
ORTHOLITE ESD SHIELD	U.S. Federal	Registered	90390461	17-DEC-2020	6755440	07-JUN-2022	O2 PARTNERS, LLC
ORTHOLITE FLOAT	U.S. Federal	Registered	87336948	15-FEB-2017	5444577	10-APR-2018	O2 PARTNERS, LLC
ORTHOLITE HYBRID	U.S. Federal	Registered	87865055	05-APR-2018	5968122	21-JAN-2020	O2 PARTNERS, LLC
O-THERM	U.S. Federal	Registered	90459075	11-JAN-2021	6688074	29-MAR-2022	O2 PARTNERS, LLC
RENU	U.S. Federal	Registered	88338353	13-MAR-2019	5862473	17-SEP-2019	O2 PARTNERS, LLC
SUPER SIPE	U.S. Federal	Registered	88441807	22-MAY-2019	5998862	25-FEB-2020	O2 PARTNERS, LLC