TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM845565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aramsco, Inc.		10/10/2023	Corporation: DELAWARE
Safety Environmental Control, LLC		10/10/2023	Limited Liability Company: DELAWARE
Striping Service and Supply, Inc.		10/10/2023	Corporation: DELAWARE
EZ Concrete Acquisition LLC		10/10/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Administrative Agent	
Street Address:	520 Madison Avenue	
Internal Address:	19th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 76

THOI EITH NOMBERS Total. 70			
Property Type	Number	Word Mark	
Registration Number:	3129252	BRIDGEPOINT SYSTEMS	
Registration Number:	4327208	1ST POLY	
Registration Number:	4263513	AEGIS	
Registration Number:	2307568	ARAMSCO	
Registration Number:	2481863	CHEMSAFE	
Registration Number:	4864387	DRAGON SKIN	
Registration Number:	4864386	DRAGON SKIN	
Registration Number:	5302355	PACK-IT	
Registration Number:	5042201	TRUBRAND	
Registration Number:	2540435	TRI-TUFF	
Registration Number:	4029309	SYCLONE	
Registration Number:	4080249	RAM-TACK	

Property Type	Number	Word Mark	
Registration Number:	4084365	SHIELDTECH	
Registration Number:	3998781	SHIELDTECH	
Registration Number:	4186246	AEGIS	
Registration Number:	6331851	SAFETY EXPRESS	
Registration Number:	5292424	X-GUARD	
Registration Number:	6836295	RAPTORGRIP	
Registration Number:	1972852	GRANDI BRUSH	
Registration Number:	3048707	WATER CLAW	
Registration Number:	4154670	GREEN BALANCE	
Registration Number:	4789865	INTERLINKSUPPLY	
Registration Number:	4616588	INTERLINK SUPPLY	
Registration Number:	5848585	OMNIPRO	
Registration Number:	6093486	OMNI DRY	
Registration Number:	4199757	BACTI BARRIER	
Registration Number:	4398745	HYDRO-FORCE	
Registration Number:	4864519	CLEANER, GREENER, HEALTHIER	
Registration Number:	4811937	EMPIRE CLEANING SUPPLY	
Registration Number:	5152277	EMPIRE SATISFIED CUSTOMERS SINCE 1936	
Registration Number:	6240867	SOLVEX	
Registration Number:	2418027	REVOLUTION	
Registration Number:	6318474	HIVE	
Registration Number:	1819955	HANDI BRUSH	
Registration Number:	1260739	PERKY SPOTTER	
Registration Number:	1389573	BRIDGEPOINT	
Registration Number:	2740053	GRANDI GROOM	
Registration Number:	1218143	PERKY	
Registration Number:	6301010	SHIELDTECH	
Registration Number:	6502164	CHEMSAFE	
Registration Number:	6668470	RENEGADE	
Registration Number:	6502338	ENDURA	
Registration Number:	6697306	BIO RELEASE	
Registration Number:	6650931	GEKKO	
Registration Number:	6817476	BRUSH PRO	
Registration Number:	6632443	VIPER	
Registration Number:	6502455	NAUTILUS	
Registration Number:	6945577	FLEX	
Registration Number:	6780504	DURAGRANIT	
Registration Number:	6659582	OLYMPUS	

Property Type	Number	Word Mark
Registration Number:	6666724	BIO BREAK
Registration Number:	6622648	E-TES
Registration Number:	6666735	SX-12
Registration Number:	6780508	MAKO
Registration Number:	6782371	ENCAPUCLEAN
Registration Number:	6789464	SX-15
Registration Number:	6943029	END ZONE
Registration Number:	6961504	STAIN ZONE
Registration Number:	6782431	BIO-MODIFIER XTREME
Registration Number:	6782432	ZONE PERFECT
Registration Number:	5936944	SAFETY ENVIRONMENTAL CONTROL, INC.
Registration Number:	4881323	MULTIGARD
Registration Number:	5280455	SECI
Registration Number:	1180003	MICRO-TRAP
Registration Number:	6941178	TRAFFIC SLAM
Registration Number:	6964462	BRIGHTLINE
Registration Number:	6969249	ACUITY CONCEPTS
Registration Number:	6969246	ACUITY CONCEPTS
Registration Number:	6213292	STRIPING SERVICE AND SUPPLY
Registration Number:	6144683	EZ CONCRETE SUPPLY
Registration Number:	7058708	GROOM SOLUTIONS
Registration Number:	7074447	WOLFPACK EQUIPMENT
Registration Number:	1294531	A ARAMSCO
Registration Number:	4373241	BACTI BARRIER
Registration Number:	7127688	HIVE
Serial Number:	97939199	TRIPLEPHASE

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2150289 TL

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/	
DATE SIGNED:	10/12/2023
Total Attachments: 7 source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page2.tif	

source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page2.tif source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page3.tif source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page4.tif source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page5.tif source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page6.tif source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page7.tif source=1 Project Arcadia - Intellectual Property Security Agreement - 10-10-23 - Trademark Filing#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 10, 2023 (this "<u>Agreement</u>"), by Aramsco, Inc., a Delaware Corporation; Safety Environmental Control, LLC, a Delaware Limited Liability Company; Striping Service and Supply, Inc., a Delaware Corporation; EZ Concrete Acquistion LLC, a Delaware Limited Liability Company (each, a "<u>Grantor</u>") in favor of Jefferies Finance LLC, as administrative agent, security trustee and collateral agent for the Secured Parties (in such capacities, the "<u>Administrative Agent</u>").

Reference is made to that certain Pledge and Security Agreement, dated as of October 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ASP Arcadia Intermediate Holdings, Inc., a Delaware corporation, as "Initial Holdings", ASP Arcadia Merger Sub, Inc., a Delaware corporation (the "Initial Borrower" and, prior to the consummation of the Acquisition, the "Borrower"), following the consummation of the Acquisition, as successor by merger to the Initial Borrower, the "Interim Borrower"), following the consummation of the Closing Date Restructuring, Aramsco, Inc., a Delaware corporation (as successor by merger to the Interim Borrower, the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its rights, title and interest in, to or under all of the following assets (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office, listed on Schedule I hereto;
- B. all Patents, including the issued Patent and pending Patent applications for registration in the United States Patent and Trademark Office, listed on <u>Schedule II</u> hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office, listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement*. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral 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. In the

event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (WHETHER IN TORT, IN CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *Jurisdiction*. The consent to jurisdiction, consent to service of process, venue and waiver of jury trial provisions set forth in Section 7.15 and Section 7.16 of the Security Agreement shall apply to this Agreement, *mutatis mutandis*, to the same extent as if fully set forth herein.

SECTION 6. Counterparts. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each, a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each party hereto agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each party hereto to the same extent as a manual, original signature and that, subject to the Legal Reservations (as defined in Credit Agreement), any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each party hereto enforceable in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication 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 Communication. For the avoidance of doubt, the authorization under this Section 6 may include use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into ".pdf" format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's (as defined in Credit Agreement) business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. The Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format, unless expressly agreed to by the Administrative Agent pursuant to the terms hereof or procedures approved by it; provided, that, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any party hereto without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be as promptly as commercially practicable followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 7. *Recordation*. Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release*. This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Pages Follow]

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

ARAMSCO, INC.
SAFETY ENVIRONMENTAL CONTROL, LLC
STRIPING SERVICE AND SUPPLY, INC.
EZ CONCRETE ACQUISITION LLC,
each as a Grantor

By:

Name: Steve Jaffe

Title: Treasurer and Chief Financial Officer

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION	TRADEMARK
ADAMCCO DIC	NUMBER 2 120 252	DDIDCEDOINT CVCTEMC
ARAMSCO, INC. ARAMSCO, INC.	3,129,252	BRIDGEPOINT SYSTEMS
ARAMSCO, INC.	4,327,208 4,263,513	1ST POLY AEGIS
,	, ,	
ARAMSCO, INC.	2,307,568	ARAMSCO
ARAMSCO, INC.	2,481,863	CHEMSAFE
ARAMSCO, INC.	4,864,387	DRAGON SKIN
ARAMSCO, INC.	4,864,386	DRAGON SKIN
ARAMSCO, INC.	5,302,355	PACK-IT
ARAMSCO, INC.	5,042,201	TRUBRAND
ARAMSCO, INC.	2,540,435	TRI-TUFF
ARAMSCO, INC.	4,029,309	SYCLONE
ARAMSCO, INC.	4,080,249	RAM-TACK
ARAMSCO, INC.	4,084,365	SHIELDTECH
ARAMSCO, INC.	3,998,781	SHIELDTECH
ARAMSCO, INC.	4,186,246	AEGIS
ARAMSCO, INC.	6,331,851	SAFETY EXPRESS
ARAMSCO, INC.	5,292,424	X-GUARD
ARAMSCO, INC.	6,836,295	RAPTORGRIP
ARAMSCO, INC.	1,972,852	GRANDI BRUSH
ARAMSCO, INC.	3,048,707	WATER CLAW
ARAMSCO, INC.	4,154,670	GREEN BALANCE
ARAMSCO, INC.	4,789,865	INTERLINKSUPPLY
ARAMSCO, INC.	4,616,588	INTERLINK SUPPLY
ARAMSCO, INC.	5,848,585	OMNIPRO
ARAMSCO, INC.	6,093,486	OMNI DRY
ARAMSCO, INC.	4,199,757	BACTI BARRIER
ARAMSCO, INC.	4,398,745	HYDRO-FORCE
,	7 7	CLEANER, GREENER,
ARAMSCO, INC.	4,864,519	HEALTHIER
ARAMSCO, INC.	4,811,937	EMPIRE CLEANING SUPPLY
	7 7	EMPIRE SATISFIED
ARAMSCO, INC.	5,152,277	CUSTOMERS SINCE 1936
ARAMSCO, INC.	6,240,867	SOLVEX
ARAMSCO, INC.	2,418,027	REVOLUTION
ARAMSCO, INC.	6,318,474	HIVE
ARAMSCO, INC.	1,819,955	HANDI BRUSH
ARAMSCO, INC.	1,260,739	PERKY SPOTTER
ARAMSCO, INC.	1,389,573	BRIDGEPOINT
ARAMSCO, INC.	2,740,053	GRANDI GROOM
ARAMSCO, INC.	1,218,143	PERKY
ARAMSCO, INC.	6,301,010	SHIELDTECH
ARAMSCO, INC.	6,502,164	CHEMSAFE
ARAMSCO, INC.	, ,	RENEGADE
AKAMSCO, INC.	6,668,470	KENEUADE

Schedule I to Intellectual Property Security Agreement

ARAMSCO, INC.	6,502,338	ENDURA
ARAMSCO, INC.	6,697,306	BIO RELEASE
ARAMSCO, INC.	6,650,931	GEKKO
ARAMSCO, INC.	6,817,476	BRUSH PRO
ARAMSCO, INC.	6,632,443	VIPER
ARAMSCO, INC.	6,502,455	NAUTILUS
ARAMSCO, INC.	6,945,577	FLEX
ARAMSCO, INC.	6,780,504	DURAGRANIT
ARAMSCO, INC.	6,659,582	OLYMPUS
ARAMSCO, INC.	6,666,724	BIO BREAK
ARAMSCO, INC.	6,622,648	E-TES
ARAMSCO, INC.	6,666,735	SX-12
ARAMSCO, INC.	6,780,508	MAKO
ARAMSCO, INC.	6,782,371	ENCAPUCLEAN
ARAMSCO, INC.	6,789,464	SX-15
ARAMSCO, INC.	6,943,029	END ZONE
ARAMSCO, INC.	6,961,504	STAIN ZONE
ARAMSCO, INC.	6,782,431	BIO-MODIFIER XTREME
ARAMSCO, INC.	6,782,432	ZONE PERFECT
SAFETY ENVIRONMENTAL		SAFETY ENVIRONMENTAL
CONTROL, LLC	5,936,944	CONTROL, INC.
SAFETY ENVIRONMENTAL		
CONTROL, LLC	4,881,323	MULTIGARD
SAFETY ENVIRONMENTAL		
CONTROL, LLC	5,280,455	SECI
SAFETY ENVIRONMENTAL		
CONTROL, LLC	1,180,003	MICRO-TRAP
ARAMSCO, INC.	6,941,178	TRAFFIC SLAM
ARAMSCO, INC.	6,964,462	BRIGHTLINE
ARAMSCO, INC.	6,969,249	ACUITY CONCEPTS
ARAMSCO, INC.	6,969,246	ACUITY CONCEPTS
STRIPING SERVICE AND		STRIPING SERVICE AND
SUPPLY, INC.	6,213,292	SUPPLY
EZ CONCRETE ACQUISITION		
LLC	6,144,683	EZ CONCRETE SUPPLY
ARAMSCO, INC	7,058,708	GROOM SOLUTIONS
EZ CONCRETE ACQUISITION		
LLC	7074447	WOLFPACK EQUIPMENT
ARAMSCO, INC.	1,294,531	A ARAMSCO
ARAMSCO, INC.	4,373,241	BACTI BARRIER
ARAMSCO, INC.	7,127,688	HIVE

U.S. TRADEMARK APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER	TRADEMARK
ARAMSCO, INC.	97/939,199	TRIPLEPHASE

Schedule I to Intellectual Property Security Agreement

SCHEDULE II

U.S. PATENTS

REGISTERED OWNER	PATENT NUMBER	TITLE
Aramsco, Inc. ¹	8,789,291	Heat Exchanger Assembly with Air Mover

U.S. PATENT APPLICATIONS

None.

Schedule II to Intellectual Property Security Agreement

¹ Currently registered under the name Aramsco Holdings, Inc. with the USPTO, which has since been merged into Aramsco, Inc. Name change to be filed post-closing.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS

None.

U.S. COPYRIGHT APPLICATIONS

None.

Schedule III to Intellectual Property Security Agreement