

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T S E INDUSTRIES INC.		10/31/2023	Corporation:
DURO-GLIDE POLYMER SHEETS, LLC		10/31/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1100 Abernathy Road, 16th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4316800	DURO-GLIDE	
Registration Number:	5228963	MILLAMED	
Registration Number:	3822944	MILLATHANE	
Registration Number:	2499889	MILLATHANE	
Registration Number:	2561144	THANECURE	
Registration Number:	3754021	TSE	
Registration Number:	3754022	TSE	
Registration Number:	3136834	TSE-ECOSPRAY	
Registration Number:	2910576	TSE-ECOWIND	
Registration Number:	3959927	TSE-EZNATE	
Registration Number:	3711948	TSE-OK	
Registration Number:	5499358	TUBECUBE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	richardsonan@gtlaw.com		
Correspondent Name:	Andrew Richardson		

CH \$315.00 4316800

Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 103274.055400

NAME OF SUBMITTER: Andrew Richardson

SIGNATURE: /Andrew Richardson/

DATE SIGNED: 11/03/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 31, 2023, by and among Grantors listed on the signature pages hereof, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as Secured Party (as defined in the Security Agreement (as defined below)).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among T S E INDUSTRIES INC., a Florida corporation (“TSE”), DURO-GLIDE POLYMER SHEETS, LLC, a Florida limited liability company (“Duro-Glide”), WHK BIOSYSTEMS, LLC, a Florida limited liability company (“WHK”, and together with TSE, Duro-Glide, and any entity that may hereafter become party to the Credit Agreement as a Borrower, individually, a “Borrower” and collectively, “Borrowers”), any entity that may hereafter become party to the Credit Agreement as a Guarantor, and Wells Fargo, as lender (“Lender”), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; FORUM NON CONVENIENS; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS,

WAIVER OF JURY TRIAL, AND SUBMISSION TO JURISDICTION SET FORTH IN SECTIONS 8.1, 8.2, 8.3, AND 8.4 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

T S E INDUSTRIES INC

By: 

Name: Richard K. Klingel
Title: President

**DURO-GLIDE POLYMER SHEETS, LLC
(f/k/a TSE-OK, LLC)**

By: 

Name: Richard K. Klingel
Title: Manager

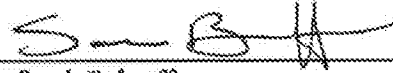
[TSE—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 

Name: Sarah Bobroff

Title: Authorized Signatory

[TSE—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008248 FRAME: 0047

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
T S E Industries Inc.	United States	DURO-GLIDE	4316800	April 9, 2013
T S E Industries Inc.	United States	MILLAMED	5228963	June 20, 2017
T S E Industries Inc.	United States	MILLATHANE	3822944	July 20, 2010
T S E Industries Inc.	United States	MILLATHANE	2499889	October 23, 2001
T S E Industries Inc.	United States	THANECURE	2561144	April 16, 2002
T S E Industries Inc.	United States	TSE	3754021	March 2, 2010
T S E Industries Inc.	United States	TSE and Design	3754022	March 2, 2010
T S E Industries Inc.	United States	TSE-ECOSPRAY	3136834	August 29, 2006
T S E Industries Inc.	United States	TSE-ECOWIND	2910576	December 14, 2004
T S E Industries Inc.	United States	TSE-EZNATE	3959927	May 10, 2011
Duro-Glide Polymer Sheets, LLC (f/k/a TSE-OK, LLC)	United States	TSE-OK & Design	3711948	November 17, 2009
T S E Industries Inc.	United States	TUBECUBE	5499358	June 19, 2018
T S E Industries Inc.	Canada	TUBECUBE	TMA1083325	October 5, 2020
T S E Industries Inc.	European Union	MILLATHANE	008527194	March 1, 2010
T S E Industries Inc.	European Union	MILLATHANE	001594076	April 30, 2001
T S E Industries Inc.	European Union	THANECURE	001622380	July 12, 2001
T S E Industries Inc.	European Union	TUBECUBE	017656745	May 8, 2018
T S E Industries Inc.	Japan	MILLATHANE	4441501	December 22, 2000
T S E Industries Inc.	Republic of Korea	MILLATHANE	4005009090000	September 7, 2001
T S E Industries Inc.	Taiwan	MILLATHANE	00953514	September 9, 2016
T S E Industries Inc.	United Kingdom	MILLATHANE	1210952	January 17, 1984

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.