

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transcendia, Inc.		11/14/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	4900 Tiedeman Rd., OH-01-49-0114		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	6746949	A LEADER IN CUSTOM ENGINEERED MATERIALS	
Registration Number:	4359932	BLAC-STAT	
Registration Number:	6153584	CHOICEPRINT	
Registration Number:	2419018	CLASSICVUE	
Registration Number:	2657647	CLEAR FOCUS	
Registration Number:	2675914	CLEARLAM	
Registration Number:	5884563	CORROMOVE	
Registration Number:	3555789	CURVALAM	
Registration Number:	2842696	DIGICORE	
Registration Number:	2315347	DIGIKOTE	
Registration Number:	3980886	DO-ALLLINER	
Registration Number:	6094920	DRI-STAT	
Registration Number:	3683041	ECONOVUE	
Registration Number:	2754383	ENTREVUE	
Registration Number:	3281924	IMAGEJETVUE	
Registration Number:	3281744	IMAGEVUE	
Registration Number:	2406365	MXM	
Registration Number:	1339215	NYLOPAK	
Registration Number:	1332151	OPTICITE	

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Property Type	Number	Word Mark
Registration Number:	2190806	P-300
Registration Number:	2615372	PAM
Registration Number:	2507824	PROCITE
Registration Number:	5553198	PROPRINT
Registration Number:	4359933	PURE-STAT
Registration Number:	815991	SARANEX
Registration Number:	810452	SARANEX
Registration Number:	6153585	TRANS HT-LIGHT
Registration Number:	2224121	TRANSALLOY
Registration Number:	6289581	TRANSCENDIA
Registration Number:	6746950	T TRANSCENDIA A LEADER IN CUSTOM ENGINEE
Registration Number:	6190057	TRANSILWRAP
Registration Number:	886954	TRANS-KOTE
Registration Number:	4576465	TRANSMD
Registration Number:	4576464	TRANSOLAR
Registration Number:	2881045	TRANSPAQUE
Registration Number:	5870798	TRANSPET
Registration Number:	5758454	TRANSPROP
Registration Number:	2410718	TRANSVY
Registration Number:	676343	TRYCITE
Registration Number:	2866337	TXP
Registration Number:	2231811	WALKER TALKER
Registration Number:	5454020	BIOTECT
Registration Number:	5459500	BIOTECT - PROTECTED BY NATURE
Registration Number:	1318108	PRO-PRINT

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: 3129932617

Email: atoosa.nowrouzi@lw.com

Correspondent Name: Atoosa Nowrouzi

Address Line 1: C/O Latham and Watkins 330 N Wabash Ave

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 063857-0003 (AN)

NAME OF SUBMITTER: ATOOSA NOWROUZI

SIGNATURE: /an/

DATE SIGNED:	11/15/2023
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Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT

ABL Trademark Security Agreement, dated as of November 14, 2023, by TRANSCENDIA, INC. (“**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to an ABL Security Agreement dated as of November 14, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this ABL Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of the Grantor, including those listed on Schedule I attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto; and

(b) all income, fees, royalties, damages and payments then and thereafter due and/or payable to the Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this ABL Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this ABL Trademark Security Agreement is deemed

to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this ABL Trademark Security Agreement.

SECTION 5. Counterparts. This ABL Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this ABL Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of ProcessThe terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this ABL Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this ABL Trademark Security Agreement will affect the right of any party to this ABL Trademark Security Agreement to serve process in any other manner permitted by Law.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this ABL Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement, dated as of November 14, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Everest Intermediate Holdings, Inc., Transcendia Holdings, Inc., Transcendia, Inc., KeyBank National Association, as Initial First Lien Term Collateral Agent, Initial Second Lien Term Collateral Agent and Initial ABL Administrative Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this ABL Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow.]

TRANSCENDIA, INC.

By: 

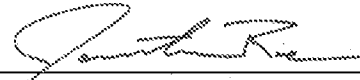
Name: Paul Collins

Title: Executive Vice President, Chief
Financial Officer, Secretary and
Treasurer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 008259 FRAME: 0430

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jonathan Roe
Title: Vice President

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 008259 FRAME: 0431

Schedule I
Trademark Registrations and Applications

Country	Reg/App. No.	Title	Status
US	6,746,949	A LEADER IN CUSTOM ENGINEERED MATERIALS	REGISTERED
US	4,359,932	BLAC-STAT	REGISTERED
US	6,153,584	CHOICEPRINT	REGISTERED
US	2,419,018	CLASSICVUE	REGISTERED
US	2,657,647	CLEAR FOCUS	REGISTERED
US	2,675,914	CLEARLAM	REGISTERED
US	5,884,563	CORROMOVE	REGISTERED
US	3,555,789	CURVALAM	REGISTERED
US	2,842,696	DIGICORE	REGISTERED
US	2,315,347	DIGIKOTE	REGISTERED
US	3,980,886	DO-ALLINER	REGISTERED
US	6,094,920	DRI-STAT	REGISTERED
US	3,683,041	ECONOVUE	REGISTERED
US	2,754,383	ENTREVUE	REGISTERED
US	3,281,924	IMAGEJETVUE	REGISTERED
US	3,281,744	IMAGEVUE	REGISTERED
US	2,406,365	MXM	REGISTERED
US	1,339,215	NYLOPAK	REGISTERED
US	1,332,151	OPTICITE	REGISTERED
US	2,190,806	P-300	REGISTERED
US	2,615,372	PAM	REGISTERED
US	2,507,824	PROCITE	REGISTERED
US	5,553,198	PROPRINT	REGISTERED
US	4,359,933	PURE-STAT	REGISTERED
US	815,991	SARANEX	REGISTERED
US	810,452	SARANEX	REGISTERED
US	6,153,585	TRANS HT-LIGHT	REGISTERED
US	2,224,121	TRANSALLOY	REGISTERED
US	6,289,581	TRANSCENDIA	REGISTERED
US	6,746,950	 Transcendia	REGISTERED
US	6,190,057	TRANSILWRAP	REGISTERED
US	886,954	TRANS-KOTE	REGISTERED
US	4,576,465	TRANSMD	REGISTERED
US	4,576,464	TRANSOLAR	REGISTERED
US	2,881,045	TRANSPAQUE	REGISTERED

US	5,870,798	TRANSPET	REGISTERED
US	5,758,454	TRANSPROP	REGISTERED
US	2,410,718	TRANSVY	REGISTERED
US	676,343	TRYCITE	REGISTERED
US	2,866,337	TXP	REGISTERED
US	2,231,811	WALKER TALKER	REGISTERED
US	5,454,020	BIOTECT	REGISTERED
US	5,459,500	BIOTECT - PROTECTED BY NATURE	REGISTERED
US	1,318,108	PRO-PRINT	REGISTERED