# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM858568

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KOVA PRODUCTS, INC.		12/04/2023	Corporation: TEXAS

### **RECEIVING PARTY DATA**

Name:	ODYSSEY REINSURANCE COMPANY	
Street Address:	95 Wellington Street West	
Internal Address:	Suite 802	
City:	Toronto	
State/Country:	CANADA	
Postal Code:	M6J 2N7	
Entity Type:	Company: CONNECTICUT	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	88805633	KOVA
Serial Number:	88975778	KOVA
Serial Number:	88975782	KOVA

#### **CORRESPONDENCE DATA**

Fax Number: 4168657380

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: 14168657697 Email: jkkim@torys.com

Torys LLP **Correspondent Name:** 

79 Wellington Street West Address Line 1: 30th Floor, PO Box 270 Address Line 2: Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER:	Julie Kim
SIGNATURE:	/Julie Kim/
DATE SIGNED:	12/05/2023

# **Total Attachments: 4**

source=Trademark IP Security Agreement (Kova) (final compiled)#page1.tif source=Trademark IP Security Agreement (Kova) (final compiled)#page2.tif

source=Trademark IP Security Agreement (Kova) (final compiled)#page3.tif source=Trademark IP Security Agreement (Kova) (final compiled)#page4.tif

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 4, 2023, BETWEEN ALTER DOMUS (US) LLC, AS PRIORITY LIEN AGENT (AS DEFINED THEREIN), AND ODYSSEY REINSURANCE COMPANY, AS SECOND LIEN AGENT (AS DEFINED THEREIN) (THE "INTERCREDITOR AGREEMENT"). EACH HOLDER OF ANY SECOND LIEN OBLIGATIONS (AS DEFINED IN THE INTERCREDITOR AGREEMENT) (I) CONSENTS TO THE SUBORDINATION OF LIENS AS PROVIDED FOR IN THE INTERCREDITOR AGREEMENT, (II) AGREES THAT IT WILL BE BOUND BY, AND WILL TAKE NO ACTIONS CONTRARY TO, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND (III) AUTHORIZES AND INSTRUCTS THE SECOND LIEN AGENT ON BEHALF OF EACH SECOND LIEN SECURED PARTY (AS DEFINED THEREIN) TO ENTER INTO THE INTERCREDITOR AGREEMENT AS SECOND LIEN AGENT ON BEHALF OF SUCH SECOND LIEN SECURED PARTIES. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE PRIORITY CREDIT AGREEMENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) TO EXTEND CREDIT TO ONX, INC. AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

## NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to the Collateral Agreement, dated as of March 31, 2023 (as amended by that certain First Amendment to Loan Agreement and Collateral Agreement, dated as of December 4, 2023, and as the same may be amended, modified, restated or supplemented from time to time, the "Agreement"), among the undersigned and each of the other Grantors from time to time party thereto (each, a "Grantor" and, collectively, the "Grantors") and Odyssey Reinsurance Company, as administrative agent and collateral agent for the Secured Parties referenced therein (in such capacity, together with any successor, the "Agent"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Agent, for the benefit of the Secured Parties (as defined in the Agreement).

The undersigned Grantor and the Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

Each of the parties hereto has caused a counterpart of this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

**GRANTOR:** 

KOVA PRODUCTS, INC.

DocuSigned by: By:

Title: Chief Financial Officer

Acknowledged and Accepted:

**AGENT:** 

**ODYSSEY REINSURANCE COMPANY**,

by its investment manager, HAMBLIN WATSA

INVESTMENT COUNSEL, LTD.

By:

Name: Peter Clarke Title: Chief Risk Officer

[IP Security Agreement]

# Schedule 1

Title	Patent/Application or Pub. No.	Issued/Filed or Publication Date	Status	Owner	Expiration Date
KOVA	88805633	N/A	Pending	KOVA PRODUCTS, INC.	N/A
KOVA	88975778	N/A	Pending	KOVA PRODUCTS, INC.	N/A
KOVA (stylized)	88975782	N/A	Pending	KOVA PRODUCTS, INC.	N/A

**RECORDED: 12/05/2023**