

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF TRADEMARK SECURITY INTEREST AGREEMENT (replaces document recorded at Reel 8245 Frame 0419)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELCO, LLC		10/25/2023	Limited Liability Company: MINNESOTA
KOVALUS SEPARATION SOLUTIONS, LLC		10/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1094354	ABCOR	
Registration Number:	5531066	BAND-TITE	
Registration Number:	5656405	CAUSTI-COR	
Registration Number:	2751204	E-ZACCESS	
Registration Number:	5666994	FILTRATION FOR A BETTER FUTURE	
Registration Number:	5617994	FILTRATION FOR A BETTER FUTURE	
Registration Number:	3188762		
Registration Number:	2799655	FLUID SYSTEMS	
Registration Number:	2441290	HORIZON	
Registration Number:	2906636	KMS ASSIST	
Registration Number:	5314563	KPAK	
Registration Number:	4297551	L-TECH	
Registration Number:	2871504	MEGAMAGNUM	
Registration Number:	5233236	PULSION	
Registration Number:	5233237	PULSION	
Registration Number:	4838006	PURON	

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Property Type	Number	Word Mark
Registration Number:	2713065	RELCO
Registration Number:	2776555	RELTRONIX
Registration Number:	1013825	ROMICON
Registration Number:	1681064	ROPRO
Registration Number:	2713066	RUC
Registration Number:	5740495	SANI-PRO
Registration Number:	1636073	SELRO
Serial Number:	88844385	SEPARATION TECHNOLOGIES FOR A BETTER FUT
Serial Number:	90493886	SEPTRAC
Serial Number:	90497369	SEPTRAC
Registration Number:	2246025	SUPER-COR
Registration Number:	2302816	TARGA
Serial Number:	88368220	TIDAL
Registration Number:	5590651	TRU-BLOCK
Registration Number:	5697096	TRU-FINISH

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-2191

NAME OF SUBMITTER: Scott Kareff (014951-2191)

SIGNATURE: /kc for sk/

DATE SIGNED: 12/12/2023

Total Attachments: 10

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NOTICE OF TRADEMARK SECURITY INTEREST AGREEMENT

This **Notice of Trademark Security Interest Agreement** (this “**Agreement**”) is made as of this 25th day of October, 2023, by the Grantors listed on the signature page hereof (each a “**Grantor**” and collectively the “**Grantors**”), in favor of **CERBERUS BUSINESS FINANCE AGENCY, LLC**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 24, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), by and among Separation Solutions Enterprises Holding, LP, a Delaware limited partnership (“**SSE Holdings**”), as the parent (in such capacity, “**Parent Holdco**”), Separation Solutions Enterprises Membrane Holding, LLC, a Delaware limited liability company, as a borrower (“**SSE Membrane**”), Separation Solutions Enterprises Systems Holding, LLC, a Delaware limited liability company, as a borrower (“**SSE Systems**” and together with SSE Membrane and each other Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “**Borrowers**” and each, a “**Borrower**”), each U.S. Loan Party, as a grantor, the financial institutions which are now or which hereafter become a party thereto (collectively, the “**Lenders**” and each individually, a “**Lender**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this 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 capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to all of such Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the “**Trademark Collateral**”):

(a) all of such Grantors' trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), including those U.S. and Canadian trademark registrations and U.S. and Canadian trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantors against third parties for past, present or future infringement or dilution of any Trademark;

provided however that the term "Trademark Collateral" shall be subject in all respects to the provisos set forth at the end of the definition of "Collateral" in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. Security For Obligations. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantors.

4. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. Construction. Unless the context of this Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any Other Document refer to this Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or

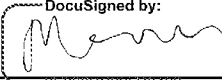
cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

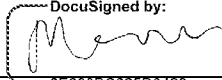
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its officer duly authorized as of the date first set forth above.

GRANTOR(S):

RELCO, LLC

DocuSigned by:

By: _____
Name: Manwinder Singh
Title: Chief Manager

**KOVALUS SEPARATION SOLUTIONS,
LLC**

DocuSigned by:

By: _____
Name: Manwinder Singh
Title: President

AGENT:

**CERBERUS BUSINESS FINANCE AGENCY,
LLC**


By: 

Name: Daniel E. Wolf

Title: Senior Managing Director

**SCHEDULE I
TO
NOTICE OF TRADEMARK SECURITY INTEREST AGREEMENT**

U.S. Trademarks

	Trademark	Country	Grantor	Filing Date	Filing Number	Registration Date	Registration Number
KMS-1971-TM-0002-US-NF	ABCOR	United States Of America	Kovalus Separation Solutions, LLC	21 Jul 1977	73134734	27 Jun 1978	1094354
KMS-2016-TM-0083-US-NF	BAND-TITE	United States Of America	Kovalus Separation Solutions, LLC	20 Dec 2016	87275097	31 Jul 2018	5531066
KMS-2017-TM-0001-US-NF	CAUSTI-COR	United States Of America	Kovalus Separation Solutions, LLC	10 Jan 2017	87295902	15 Jan 2019	5656405
KSS-2021-TM-0004-US-NF	E-ZACCESS	United States Of America	Relco, LLC	20 Feb 2002	76373479	12 Aug 2003	2751204
KMS-2016-TM-0075-US-NF	FILTRATION FOR A BETTER FUTURE	United States Of America	Kovalus Separation Solutions, LLC	13 Oct 2016	87201812	29 Jan 2019	5666994
KMS-2016-TM-0075-US-NF[2]	FILTRATION FOR A BETTER FUTURE	United States Of America	Kovalus Separation Solutions, LLC	13 Oct 2016	87201810	27 Nov 2018	5617994
KMS-2005-TM-0023-US-NF	FLOWING LINES DESIGN 	United States Of America	Kovalus Separation Solutions, LLC	25 Apr 2005	78616217	26 Dec 2006	3188762
KMS-2001-TM-0018-US-NF	FLUID SYSTEMS	United States Of America	Kovalus Separation Solutions, LLC	11 Apr 2001	76239313	30 Dec 2003	2799655
KSS-2021-	HORIZON	United States	Relco, LLC	09 Apr	75464881	03 Apr 2001	2441290

TM-0006-US-NF		Of America		1998			
KMS-2003-TM-0021-US-NF	KMS ASSIST	United States Of America	Kovalus Separation Solutions, LLC	31 Oct 2003	78321418	30 Nov 2004	2906636
KMS-2015-TM-0073-US-NF	KPAK	United States Of America	Kovalus Separation Solutions, LLC	15 Dec 2015	86/849979	24 Oct 2017	5314563
KSS-2021-TM-0005-US-NF	L-TECH	United States Of America	Relco, LLC	27 Apr 2012	85610378	05 Mar 2013	4297551
KMS-2003-TM-0020-US-NF	MEGAMAGNUM	United States Of America	Kovalus Separation Solutions, LLC	12 Feb 2003	78214082	10 Aug 2004	2871504
KMS-2015-TM-0072-US-NF	PULSION	United States Of America	Kovalus Separation Solutions, LLC	11 Sep 2015	86754807	27 Jun 2017	5233236
KMS-2015-TM-0072-US-NF[2]	PULSION	United States Of America	Kovalus Separation Solutions, LLC	11 Sep 2015	86754812	27 Jun 2017	5233237
KMS-2001-TM-0019-US-NF[2]	PURON	United States Of America	Kovalus Separation Solutions, LLC	03 Sep 2014	86383988	20 Oct 2015	4838006
KMS-2001-TM-0019-US-MP	PURON	United States Of America	Kovalus Separation Solutions, LLC	22 Aug 2006	79035999	29 Nov 2011	4061907
KSS-2021-TM-0010-US-NF	RELCO	United States Of America	Relco, LLC	20 Feb 2002	76373395	06 May 2003	2713065
KSS-2021-	RELTRONIX	United States	Relco, LLC	02 Feb	76373478	21 Oct 2003	2776555

TM-0011-US-NF		Of America		2002			
KMS-1973-TM-0003-US-NF	ROMICON	United States Of America	Kovalus Separation Solutions, LLC	12 Jul 1973	72462692	17 Jun 1975	1013825
KMS-1991-TM-0011-US-NF	ROPRO	United States Of America	Kovalus Separation Solutions, LLC	08 May 1991	74164811	31 Mar 1992	1681064
KSS-2021-TM-0012-US-NF	RUC & DESIGN	United States Of America	Relco, LLC	20 Feb 2002	76373480	06 May 2003	2713066
KMS-2015-TM-0039-US-NF	SANI-PRO	United States Of America	Kovalus Separation Solutions, LLC	01 Aug 2017	87551019	30 Apr 2019	5740495
KMS-1989-TM-0009-US-NF	SELRO	United States Of America	Kovalus Separation Solutions, LLC	28 Nov 1989	74005724	26 Feb 1991	1636073
KMS-2020-TM-0004-US-NF	SEPARATION TECHNOLOGIES FOR A BETTER FUTURE	United States Of America	Kovalus Separation Solutions, LLC	23 Mar 2020	88844385		
KSS-2021-TM-0001-US-NF	SEPTRAC	United States Of America	Kovalus Separation Solutions, LLC	28 Jan 2021	90493886		
KSS-2021-TM-0001-US-NF[2]	SEPTRAC	United States Of America	Kovalus Separation Solutions, LLC	29 Jan 2021	90497369		
KMS-1998-TM-0014-US-NF	SUPER-COR	United States Of America	Kovalus Separation Solutions, LLC	24 Mar 1998	75455911	18 May 1999	2246025
KMS-1998-	TARGA	United States	Kovalus Separation	23 Mar	75454548	21 Dec 1999	2302816

TM-0013-US-NF		Of America	Solutions, LLC	1998			
KMS-2019-TM-0003-US-NF	TIDAL	United States Of America	Kovalus Separation Solutions, LLC	02 Apr 2019	88368220 (Status: Abandoned)		
KSS-2021-TM-0003-US-NF	TRU-BLOCK	United States Of America	Relco, LLC	05 Jan 2016	86865853	23 Oct 2018	5590651
KSS-2021-TM-0013-US-NF	TRU-FINISH	United States Of America	Relco, LLC	01 Aug 2018	88060715	12 Mar 2019	5697096

Canadian Trademarks

	TRADEMARK	Country	Owner of Record	Filing Date	Filing Number	Registration Date	Registration Number
KMS-1971-TM-0002-CA-NF	ABCOR	Canada	Kovalus Separation Solutions, LLC	23 Nov 1971	0348097	09 Mar 1973	TMA189124
KMS-2001-TM-0018-CA-NF	FLUID SYSTEMS	Canada	Kovalus Separation Solutions, LLC	17 Sep 2004	1230652	31 Jul 2007	693089
KMS-2003-TM-0021-CA-NF	KMS ASSIST	Canada	Kovalus Separation Solutions, LLC	23 Feb 2004	1207243	19 Mar 2007	1207243
KMS-2003-TM-0020-CA-NF	MEGAMAGNUM	Canada	Kovalus Separation Solutions, LLC	20 Jan 2004	1203686	01 Feb 2007	680962
KMS-2001-TM-0019-CA-NF	PURON	Canada	Kovalus Separation Solutions, LLC	27 Jun 2006	1306987	29 Feb 2008	TMA708542

KMS-1966-TM-0001-CA-NF	ROGA	Canada	Kovalus Separation Solutions, LLC	23 Dec 1966	301669	27 Dec 1968	160196
KMS-1998-TM-0014-CA-NF	SUPER-COR	Canada	Kovalus Separation Solutions, LLC	08 Apr 1998	874752	21 Sep 2000	TMA533075
KMS-1998-TM-0013-CA-NF	TARGA	Canada	Kovalus Separation Solutions, LLC	08 Apr 1998	874754	03 Oct 2000	533989
KSS-2021-TM-0003-CA-NF	TRU-BLOCK	Canada	Relco LLC	08 Apr 2016	1776550	01 Nov 2017	TMA984084