

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPI Composites, Inc.		12/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue, 28th Fl.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5262375	IT'S IN THE WIND	
Registration Number:	7121177	TPI	
Registration Number:	5030375	TPI COMPOSITES	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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>			
Phone:	(212) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com, maken@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	018392/00092		
NAME OF SUBMITTER:	Raffaele DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	12/14/2023		
Total Attachments: 6			
source=TPIC - Trademark Security Agreement (TPI Composites Inc.) EXECUTION (4873-8633-8711.1)#page1.tif			

OP \$90.00 5262375

source=TPIC - Trademark Security Agreement (TPI Composites Inc.) EXECUTION (4873-8633-8711.1)#page2.tif
source=TPIC - Trademark Security Agreement (TPI Composites Inc.) EXECUTION (4873-8633-8711.1)#page3.tif
source=TPIC - Trademark Security Agreement (TPI Composites Inc.) EXECUTION (4873-8633-8711.1)#page4.tif
source=TPIC - Trademark Security Agreement (TPI Composites Inc.) EXECUTION (4873-8633-8711.1)#page5.tif
source=TPIC - Trademark Security Agreement (TPI Composites Inc.) EXECUTION (4873-8633-8711.1)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2023 (“*Trademark Security Agreement*”), made by TPI Composites, Inc. (the “*Trademark Grantor*”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

WITNESSETH:

WHEREAS, the Trademark Grantor is party to a Security Agreement, dated as December 14, 2023 (the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all Intellectual Property Collateral now owned or at any time hereafter acquired by the Trademark Grantor or in which the Trademark Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations, including (collectively, (a) through (d), the “*Trademark Collateral*”):

(a) all Trademarks of the Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of the Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Section 1(c) and 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, the Trademark Grantor’s right, title or interest therein;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses which the Trademarks are associated with and symbolize; and

(d) to the extent not covered by **clause (a)**, all causes of action arising from any past, present or future infringement, dilution or other violation of any of the Trademarks or unfair

competition regarding the same, and to retain any damages due or accrued for any such past, present or future infringement of any such Trademarks.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The Trademark Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

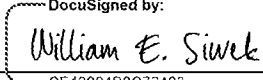
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

TPI COMPOSITES, INC.,

By: 
Name: William E. Siwek
Title: President and Chief Executive Officer

Address:

9200 E Pima Center Pkwy, Suite 250
Scottsdale, AZ 85258

IN WITNESS WHEREOF, the Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

TPI COMPOSITES, INC.,

By: _____
Name: _____
Title: _____

Address: _____

Accepted and Agreed:
OAKTREE FUND ADMINISTRATION, LLC, as the Administrative Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By  _____
Name: Brian Price
Title: Managing Director

By  _____
Name: Henry Orren
Title: Senior Vice President

Address:

Oaktree Fund Administration, LLC
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071
Attn: Jordan Mikes; Henry Orren
Email: jmikes@oaktreecapital.com;
HORren@oaktreecapital.com

With copies to:

Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071

Attn: Jordan Mikes
Email: jmikes@oaktreecapital.com

TRADEMARKS

Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
IT'S IN THE WIND	5262375 (87069400)	August 8, 2017 (June 13, 2016)	TPI Composites, Inc.
TPI	7121177 (97470701)	July 25, 2023 (June 22, 2022)	TPI Composites, Inc.
TPI COMPOSITES	5030375 (86809898)	August 30, 2016 (November 4, 2015)	TPI Composites, Inc.