

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Triton Submarines, LLC		12/15/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	143 Avenue B Associates, LLC		
<b>Street Address:</b>	1 Glendinning Place		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5974910	TRITON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Thomas Sinchak		
<b>SIGNATURE:</b>	/Thomas Sinchak/		
<b>DATE SIGNED:</b>	12/19/2023		
<b>Total Attachments: 6</b>			
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source=Triton_IP_Security_Agreement_12-15-2023-e#page4.tif			

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Triton Submarines, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Florida limited liability company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/15/2023

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: 143 Avenue B Associates, LLC

Street Address: 1 Glendinning Place

City: Westport

State: CT

Country: USA Zip: 06880

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other CT LLC Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Umut Ergun, General Counsel

Internal Address: DFO, 1 Glendinning Place, Westport  
CT 06880

Street Address: 1 Glendinning Place

City: Westport

State: CT Zip: 06880

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: legalnotices@marlfromgmt.com

### 6. Total number of applications and registrations involved:

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

*DocuSigned by:  
Thomas Sinchak*  
R13E0EE13E5E44B

Thomas Sinchak  
Signature

12/19/2023

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is entered into among the Grantors (as defined below), and 143 AVENUE B ASSOCIATES LLC, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

### RECITALS

- (A) TRITON SUBMARINES, LLC, a Florida limited liability company (“**Triton Subs**”), TRITON SUBMARINES EMEA, S.L., a Spanish Sociedad limitada (together with Triton Subs, the “**Grantors**” and each a “**Grantor**”), and the other obligors party thereto, and the lenders from time to time party thereto, have entered into secured promissory notes, dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Notes**”).
- (B) The Grantors are party to a Security Agreement, dated as of September 22, 2023, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).
- (C) Under and subject to the terms of the Security Agreement, the Grantors have pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties (as defined in the Security Agreement) a security interest in certain Collateral (as set forth in and defined in the Security Agreement) of the Grantors, including without limitation certain Trademark Collateral (as defined herein) of the Grantors, and have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.
- (D) In consideration of the mutual conditions and agreements set forth in the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or provided by reference in the Notes.

### SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations, each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Trademark**” means all United States, state and foreign trademarks, trade names, trade dress, service marks, certification marks, collective marks, slogans, logos and other source or business identifiers, all registrations and pending applications for any of the foregoing, whether registered or unregistered, and whether or not established or registered in an intellectual property registry in any country or any political subdivision thereof, and with respect to any and all of the foregoing:

(i) all common law rights related thereto, (ii) all registrations and pending applications therefor, (iii) all extensions, continuations, reissues and renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (v) the right to sue or otherwise recover for past, present and future infringements, misappropriations, dilutions or other violations of any of the foregoing or for any injury to goodwill and (vi) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit.

“**Trademark Collateral**” means each Grantor’s right, title and interest in, to and under:

- (a) all Trademarks owned by such Grantor, including those referred to on Schedule I hereto; and
- (b) to the extent not already included in the foregoing, all proceeds of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of or in respect of any of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to the foregoing.

### **SECTION 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall (i) the Trademark Collateral include and each Grantor shall not be deemed to have granted a security interest in, any of its right, title or interest in any Trademark if the grant of such security interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or (ii) the security interest granted under Section 2 hereto attach to any United States trademark or service mark application filed on the basis of a Grantor’s intent-to-use such mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a verified “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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 4 Pledge and Security Agreement**

This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

### **SECTION 5 Termination, Release**

- (a) Upon the effectiveness of any written consent to the release of the security

interest granted hereby in any Collateral pursuant to the Notes or the Security Agreement, the security interest in the Trademark Collateral shall be automatically released.

(b) In connection with any termination or release pursuant to paragraph (a) of this Section 5, the Collateral Agent shall execute and deliver to such Grantor, at such Grantor's expense, all UCC termination statements, releases and similar documents that that Grantor shall reasonably request to evidence such termination or release; provided, however, that no such documents shall be required unless such Grantor has delivered to the Collateral Agent, at least ten Business Days prior to the date such documents are required by such Grantor, or such lesser period of time as agreed by the Collateral Agent, written request for release describing the item of Collateral and the consideration to be received in the sale, transfer, or other disposition and any expenses in connection therewith, together with a form of release for execution by the Collateral Agent and a certificate by such Grantor to the effect that the transaction is in compliance with the Notes, the Security Agreement and this Agreement. Any execution and delivery of termination statements, releases, or other documents pursuant to this Section 5 shall be without recourse to or warranty by the Collateral Agent.

#### **SECTION 6 Governing Law and Venue**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW PROVISIONS) OF THE STATE OF CONNECTICUT. THE TERMS AND PROVISIONS OF SECTION 16 OF THE SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.**

#### **SECTION 7 Counterparts**

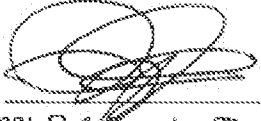
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. Executed counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[Signature Page Follows]*


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

**GRANTORS:**

TRITON SUBMARINES, LLC

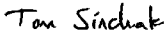
By:   
Name: PATRICK J. WITTEY  
Title: CO-FOUNDER / CEO

TRITON SUBMARINES EMEA. S.L.



By:   
Name: PATRICK J. WITTEY  
Title: CO/FOUNDER / CEO

**COLLATERAL AGENT:**

143 AVENUE B ASSOCIATES, LLC

DocuSigned by:  
  
By: B13E0FE13F5E44B  
Name: Thomas Sinchak, Co President  
Title: of Marino Managment LLC,  
Manager

**SCHEDULE I**Registered Trademarks

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. Date</b>	<b>App. No</b>	<b>Reg. Date</b>	<b>Reg. No</b>	<b>Owner</b>
TRITON & Design 	United States	9/10/2018	88/110,775	2/4/2020	5,974,910	Triton Submarines LLC
 TRITON SUBMARINES	EUIPO	9/14/2018	017955736	5/3/2019	017955736	Triton Submarines EMEA