

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLIED FELTS, INC.		12/22/2023	Corporation: VIRGINIA
MAXLINER, LLC		12/22/2023	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Agent		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	77421668	APPLIED FELTS YOUR SUCCESS IS OUR SUCCES	
Serial Number:	77524579	AQUACURE	
Serial Number:	88721963	NOVAPIPE	
Serial Number:	88953505	APPLIED FELTS YOUR SUCCESS IS OUR SUCCES	
Serial Number:	88953962	MAX CALTUBE	
Serial Number:	90618857	ENVIROCURE	
Serial Number:	97302580	ENVIROCURE UV	
Serial Number:	98159346	GHOSTLINER	
Serial Number:	76315874	MAXLINER	
Serial Number:	88953512	WOVOLINER	
Serial Number:	88953514	MAXLINER	
Serial Number:	88953515	MAXLINER DURABLE PRODUCTS QUALITY MATERI	
Serial Number:	88953517	MAX LINERGUN	
Serial Number:	88953519	LINERGUN	
Serial Number:	90620523	MAX VERTIPOX	
Serial Number:	90620526	MAXLIGHT	
Serial Number:	97652139	MAXLINER	
Serial Number:	97678191	WOVOX	

OP \$490.00 77421668

Property Type	Number	Word Mark
Serial Number:	97678195	WOVOGLASS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	12/22/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2023, is made Applied Felts, Inc, a Virginia Corporation (“Applied Felts”) and MaxLiner, LLC, a Virginia limited liability company (“MaxLiner” and together with Applied Felts, the “Grantors” and each a “Grantor”), in favor of Audax Private Debt LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 1, 2023 as amended by that certain First Amendment to Credit Agreement, dated as of September 20, 2023, that certain Second Amendment to Credit Agreement, dated as of December 22, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Vortex Intermediate, LLC, a Delaware limited liability company (“Holdings”), the Initial Borrower, the Borrower, the other Credit Parties from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 1, 2023 (as supplemented by that certain Joinder Agreement to Guaranty and Security Agreement, dated as of December 22, 2023, and as further amended, restated, amended and restated, supplemented or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be granted in, any "intent to use" Trademark or Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

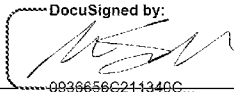
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

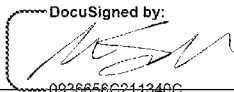
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

APPLIED FELTS, INC, as a Grantor


By: 
 DocuSigned by:
 0036656C211340C...
 Name: Matthew Samford
 Title: Chief Financial Officer and Treasurer

MAXLINER, LLC, as a Grantor

By: 
 DocuSigned by:
 0036656C211340C...
 Name: Matthew Samford
 Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first written above:

AUDAX PRIVATE DEBT LLC,
as Agent

By: 
Name: Bryant Shain
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008298 FRAME: 0398

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
APPLIED FELTS, INC.	APPLIED FELTS YOUR SUCCESS IS OUR SUCCESS	77421668	13-MAR-2008	3713854	24-NOV-2009
APPLIED FELTS, INC.	AQUACURE	77524579	17-JUL-2008	3580048	24-FEB-2009
APPLIED FELTS, INC.	NOVAPIPE	88721963	10-DEC-2019	7185398	10-OCT-2023
APPLIED FELTS, INC.	APPLIED FELTS YOUR SUCCESS IS OUR SUCCESS	88953505	08-JUN-2020	6260024	02-FEB-2021
APPLIED FELTS, INC.	MAX CALTUBE	88953962	08-JUN-2020	6280689	02-MAR-2021
APPLIED FELTS, INC.	ENVIROCURE	90618857	01-APR-2021	6816348	09-AUG-2022
APPLIED FELTS, INC.	ENVIROCUREUV	97302580	09-MAR-2022	7040845	02-MAY-2023
APPLIED FELTS, INC.	GHOSTLINER	98159346	31-AUG-2023	N/A	N/A
MAXLINER LLC	MAXLINER	76315874	21-SEP-2001	2649010	12-NOV-2002
MAXLINER LLC	WOVOLINER	88953512	08-JUN-2020	6338438	04-MAY-2021
MAXLINER LLC	MAXLINER	88953514	08-JUN-2020	6345073	11-MAY-2021
MAXLINER LLC	MAXLINER DURABLE PRODUCTS QUALITY MATERIALS	88953515	08-JUN-2020	6264737	09-FEB-2021
MAXLINER LLC	MAX LINERGUN	88953517	08-JUN-2020	6359775	25-MAY-2021
MAXLINER LLC	LINERGUN	88953519	08-JUN-2020	6264738	09-FEB-2021
MAXLINER LLC	MAX VERTIPOX	90620523	02-APR-2021	6822452	16-AUG-2022
MAXLINER LLC	MAXLIGHT	90620526	02-APR-2021	6881094	18-OCT-2022
MAXLINER LLC	MAXLINER	97652139	28-OCT-2022	N/A	N/A
MAXLINER LLC	WOVOX	97678191	15-NOV-2022	N/A	N/A
MAXLINER LLC	WOVOGLASS	97678195	15-NOV-2022	N/A	N/A

2. TRADEMARK APPLICATIONS

None.