

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Refrigeration Systems, Inc.		12/27/2023	Corporation: PENNSYLVANIA
HRDL, Inc.		12/27/2023	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	MUFG BANK, LTD.		
Street Address:	1251 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4435936	EPSM	
Registration Number:	5767952	SAFETYAMP	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723428		
Email:	AAmicoOlchaskey@KSLAW.com		
Correspondent Name:	Angela Amico Olchaskey		
Address Line 1:	1180 Peachtree Street, NE Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	02176.515081		
NAME OF SUBMITTER:	Angela Amico Olchaskey		
SIGNATURE:	/AngelaAmicoOlchaskey/		
DATE SIGNED:	12/27/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2023, is made by Innovative Refrigeration Systems, Inc., a Pennsylvania corporation and HRDL, Inc., a Virginia corporation (each a “**Grantor**”), in favor of MUFG BANK, LTD., as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 27, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among INNOVATIVE BUYER, INC., a Delaware corporation (together with its successors and permitted assigns, “**Borrower**”), INNOVATIVE INTERMEDIATE II, INC., a Delaware corporation (together with its successors and permitted assigns, “**Holdings**”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “**Guarantors**”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of the Administrative Agent, in its capacity as administrative agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or 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 Obligations of such Grantor, hereby grants to the Administrative 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 United States trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto; provided that no Lien or security interest shall be deemed granted hereunder on or in any applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks (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) unless and until an amendment to allege use or a statement of use has been filed with the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the Lien and security interest granted herein;

(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.

Section 3. Security Agreement. 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 each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 control.

Section 4. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile transmission or by electronic transmission (including delivery of an executed counterpart in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature and, when used elsewhere in this Trademark Security Agreement, "electronic transmission," means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. 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.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

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IN WITNESS WHEREOF, 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.

GRANTORS:

**INNOVATIVE REFRIGERATION
SYSTEMS, INC.**

By: 

Name: Michael J. McGinnis, Jr.

Title: President and Chief Executive Officer

HRDL, INC.

By: 

Name: Michael J. McGinnis, Jr.

Title: President, Chief Executive Officer,
Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008301 FRAME: 0486**

ACCEPTED AND AGREED
as of the date first above written:

MUFG BANK, LTD.,
as Administrative Agent

By: Lawrence Blat
Name: Lawrence Blat
Title: Authorized Signatory

Schedule 1

Trademarks

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Innovative Refrigeration Systems, Inc.	EPSM	85890005	03/29/2013	4435936	11/19/2013
HRDL, Inc. ¹	SAFETYAMP	88146034	10/08/2018	5767952	06/04/2019

¹ Formerly known as eInnovative Inc.