

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM18312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NWN CORPORATION		02/05/2024	Corporation: DELAWARE
CAROUSEL INDUSTRIES OF NORTH AMERICA, LLC		02/05/2024	Limited Liability Company: RHODE ISLAND
ATRION, INC.		02/05/2024	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CITIZENS BANK, N.A., as Collateral Agent		
<b>Street Address:</b>	28 STATE STREET		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: RHODE ISLAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6215335	N NWN	
<b>Registration Number:</b>	6139990	NWN	
<b>Registration Number:</b>	5995038	CAROUSEL	
<b>Registration Number:</b>	4671091	CAROUSEL INDUSTRIES	
<b>Registration Number:</b>	3770334	CAROUSEL INDUSTRIES	
<b>Registration Number:</b>	6103301	CUSTOMER SUCCESS OBSESSED	
<b>Registration Number:</b>	3192221	MAXTIME	
<b>Registration Number:</b>	4583059	SIMPLICITY	
<b>Registration Number:</b>	3198328	TIMEBANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	2028357500		
<b>Email:</b>	dcip@milbank.com,jramos@milbank.com		
<b>Correspondent Name:</b>	Mr. Javier J. Ramos, Esq.		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		

CH \$240.00.00 6215335

**Address Line 2:** 36990.00010  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20006

**ATTORNEY DOCKET NUMBER:** 36990.00010

**NAME OF SUBMITTER:** JAVIER RAMOS

**SIGNATURE:** JAVIER RAMOS

**DATE SIGNED:** 02/06/2024

**Total Attachments: 5**

source=08. Project Beacon - Trademark Security Agreement Executed#page1.tif  
source=08. Project Beacon - Trademark Security Agreement Executed#page2.tif  
source=08. Project Beacon - Trademark Security Agreement Executed#page3.tif  
source=08. Project Beacon - Trademark Security Agreement Executed#page4.tif  
source=08. Project Beacon - Trademark Security Agreement Executed#page5.tif

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2024, between NWN CORPORATION, a Delaware corporation, CAROUSEL INDUSTRIES OF NORTH AMERICA, LLC, a Rhode Island limited liability company, ATRION, INC., a Rhode Island corporation (collectively the “Grantors”, and each a “Grantor”), and CITIZENS BANK, N.A., as Collateral Agent.

WHEREAS, the Grantors own the Trademark Collateral (as defined below);

WHEREAS, ASP NWN INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“Beacon Midco”), ASP NWN CORPORATE INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“Beacon Intermediate” and, together with Beacon Midco, collectively, the “Initial Parent Guarantors”), ASP NWN Acquisition Co LLC, a Delaware limited liability company (“Beacon Bidco LLC”), and ASP NWN Corporate Acquisition Co LLC, a Delaware limited liability company (“Beacon Bidco Corp” and, together with Beacon Bidco LLC, collectively, the “Initial Borrowers”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties hereto after the Closing Date, as Lenders and Citizens Bank, N.A (“Citizens”), as administrative agent for the Lenders and collateral agent for the Secured Parties and an Issuing Lender, are parties to that certain Credit Agreement, dated as of February 5, 2024 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of February 5, 2024 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), among the Initial Borrowers, the Initial Parent Guarantors, the other Grantors party thereto and Citizens Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of each Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

*provided* that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

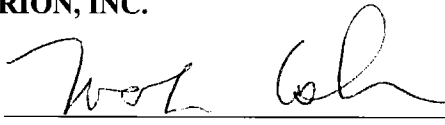
Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are 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 provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**NWN CORPORATION  
CAROUSEL INDUSTRIES OF NORTH AMERICA,  
LLC  
ATRION, INC.**


By:  \_\_\_\_\_

Name: Noah Asher

Title: Chief Financial Officer, Treasurer, and Secretary

Acknowledged:

CITIZENS BANK, N.A.,  
As Collateral Agent

By: 

Name: Michael J. McWalters  
Title: Director

**Schedule 1  
to Trademark Security Agreement**

**TRADEMARKS**

<b>Title</b>	<b>App No</b>	<b>Reg No</b>	<b>Owner of Record</b>
N NWN (stylized w/design) 	88901352	6215335	NWN Corporation
NWN	88665564	6139990	NWN Corporation
CAROUSEL	88523615	5995038	Carousel Industries of North America, Inc.
CAROUSEL INDUSTRIES	86301757	4671091	Carousel Industries of North America, Inc.
CAROUSEL INDUSTRIES	77747762	3770334	Carousel Industries of North America, Inc.
CUSTOMER SUCCESS OBSESSED	88434917	6103301	Carousel Industries of North America, Inc.
MAXTIME	78721078	3192221	Atrion, Inc.
SIMPLICITY	86032359	4583059	Carousel Industries of North America, Inc.
TIMEBANK	78721948	3198328	Atrion, Inc.