

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI30082

<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>
CAST PRODUCTS, INC.		02/14/2024	Corporation: ILLINOIS
ENET SOLUTIONS, INC.		02/14/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ARES CAPITAL CORPORATION, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3965559	CPI	
<b>Registration Number:</b>	2948104	TOOLPOINTS	
<b>Registration Number:</b>	7277765	RENET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212969-3776		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	John P Prusakowski		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11668.424		
<b>NAME OF SUBMITTER:</b>	ELLEN SPAFFORD		
<b>SIGNATURE:</b>	ELLEN SPAFFORD		
<b>DATE SIGNED:</b>	02/15/2024		
<b>Total Attachments: 5</b>			

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source=NSi - Trademark Security Agreement (2024 Joinder) Executed#page5.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2024 (this “**Agreement**”), is made by each signatory hereto indicated as a “Grantor” (each, a “**New Grantor**” and together, the “**New Grantors**”) in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 27, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among Wildcat IntermediateCo, Inc., a Delaware corporation (“**Holdings**”), Wildcat BuyerCo, Inc., a Delaware corporation (the “**Borrower**”), certain subsidiaries of the Borrower from time to time party thereto as grantors (collectively, the “**Existing Grantor Subsidiaries**”); the Existing Grantor Subsidiaries, together with Holdings and the Borrower, collectively, the “**Existing Grantors**” and each, an “**Existing Grantor**”) and the Agent, pursuant to which each Existing Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined in the Security Agreement);

WHEREAS, reference is made to that certain Counterpart Agreement, dated as of the date hereof (the “**Counterpart Agreement**”), by and among each of the New Grantors and the Agent, pursuant to which each of the New Grantors became a grantor under the Security Agreement and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each of the New Grantors has agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the New Grantors hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

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

#### **Section 2.1 Grant of Security.**

Each of the New Grantors hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such New Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including: (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue

for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

## **Section 2.2 Certain Limited Exclusions.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any "intent-to-use" trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "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, 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 such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

## **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each of the New Grantors hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

## **SECTION 4. Recordation**

Each of the New Grantors authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

## **SECTION 5. Governing Law, Etc.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

## **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**CAST PRODUCTS, INC.**, as a Grantor

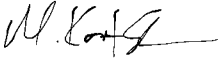
DocuSigned by:  
By: Michael Pruss  
Name: Michael Pruss  
Title: Chief Financial Officer, Secretary and Treasurer

**ENET SOLUTIONS, INC.**, as a Grantor

DocuSigned by:  
By: Michael Pruss  
Name: Michael Pruss  
Title: Chief Financial Officer, Secretary and Treasurer

Accepted and Agreed:


ARES CAPITAL CORPORATION, as Collateral Agent

By:   
Name: M. Kort Schnabel  
Title: Authorized Signatory

**SCHEDULE A**

**TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
CPI 	40	85133658 20-SEP-2010	3965559 24-MAY-2011	Cast Products, Inc.
TOOLPOINTS	40	78416666 11-MAY-2004	2948104 10-MAY-2005	Cast Products Inc.
RENET	9	97733083 27-DEC-2022	7277765 16-JAN-2024	ENET Solutions, Inc.