

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI65151

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LOPAREX LLC		03/01/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ACQUIOM AGENCY SERVICES LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	950 17TH STREET, SUITE 1400		
<b>City:</b>	DENVER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4648349	LOPAREX	
<b>Registration Number:</b>	3441846	LOPASIL	
<b>Registration Number:</b>	3531750	PRIMELINER	
<b>Registration Number:</b>	1907847	CONVERTER'S CHOICE	
<b>Registration Number:</b>	591193	POLY SLIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	(202)887-4000		
<b>Email:</b>	mbeyene@akingump.com,DC_IPDocketing@akingump.com		
<b>Correspondent Name:</b>	Mussie Beyene		
<b>Address Line 1:</b>	2001 K St NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	107170:0001		
<b>NAME OF SUBMITTER:</b>	MUSSIE BEYENE		
<b>SIGNATURE:</b>	MUSSIE BEYENE		
<b>DATE SIGNED:</b>	03/01/2024		

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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2024 (this “Agreement”), by and among the Person(s) listed on the signature pages hereof (collectively, the “Grantor”) and Acquiom Agency Services LLC (“Acquiom”), as co-administrative agent and collateral agent for the Secured Parties (as defined in the Superpriority U.S. Security Agreement) (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Superpriority Senior Secured Credit and Guaranty Agreement dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among PHM Netherlands Holdco 2 B.V., a private limited liability company incorporated under the laws of the Netherlands (“Holdings”), Loparex Midco B.V., a private limited liability company incorporated under the laws of the Netherlands and a direct Subsidiary of Holdings (the “Parent Borrower”), PHM Netherlands Bidco B.V., a private limited liability company incorporated under the laws of the Netherlands (the “Dutch Co-Borrower”), PHM Springboard Bidco, Inc., a corporation established under the laws of the State of Delaware (the “US Co-Borrower”), PHM German HoldCo 1 GmbH, a company with limited liability incorporated under the laws of Germany (the “German Co-Borrower” and, together with the US Co-Borrower and the Dutch Co-Borrower, the “Co-Borrowers”; the Co-Borrowers and the Parent Borrower, the “Borrowers”, and each individually, a “Borrower”), each other Subsidiary of the Parent Borrower from time to time party thereto as Guarantors, each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”), and Acquiom, as Administrative Agent, and Seaport Loan Products LLC, as co-administrative agent, and (b) the Superpriority U.S. Security Agreement dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Parent Borrower, the US Co-Borrower, the US Subsidiary Guarantors party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “IP Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the IP Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and Security Interest in the IP Collateral under this Agreement.

SECTION 5. Authorization. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

LOPAREX LLC, as Grantor

DocuSigned by:  
*Jason VonStein*  
By: \_\_\_\_\_  
Name: Jason VonStein  
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACQUIOM AGENCY SERVICES LLC, as  
Administrative Agent

By: Shon McCraw-Davis  
Name: Shon McCraw-Davis  
Title: Director

Schedule I

U.S. Federal Trademark Registrations and Applications

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
LOPAREX	86229620	03-MAR-2014	4648349	02-DEC-2014	Loparex LLC
LOPASIL	77151546	09-APR-2007	3441846	03-JUN-2008	Loparex LLC
PRIMELINER	77151943	09-APR-2007	3531750	11-NOV-2008	Loparex LLC
CONVERTER'S CHOICE	74370001	22-MAR-1993	1907847	25-JUL-1995	Loparex LLC
POLY SLIK	71650540	20-JUL-1953	0591193	15-JUN-1954	Loparex LLC