

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI69413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLOWCHEM LLC		03/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CADENCE BANK		
Street Address:	1333 West Loop South, 18th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5638495	TOTAL-LUBE #911	
Registration Number:	5944473	EQUA-LUBE EIGHTY	
Registration Number:	5498636	VALVE CLEANER PLUS	
Registration Number:	5788180	AUSCILLATER	
Registration Number:	5633402	UNI-SEAL	
Registration Number:	5938368	SUPERGUN	
Registration Number:	5514442	FLOW WOLF	
Registration Number:	5520231	ACTIV-8	
Registration Number:	5938369	VALVEPRO	
Registration Number:	5807265	GRIZZLY SEAL	
Registration Number:	5514443	CHAMELEON SEAL	
Registration Number:	6085978	SEALWELD	
Registration Number:	5969362	SEALVALVE	
Registration Number:	6010732	SEALVALVE	
Registration Number:	4053560	VIPER	
Registration Number:	2994247	HIPR	
Registration Number:	2971771	TURBOFLO	
Registration Number:	2243649	X-PAND	
Registration Number:	2142260	SEALWELD	
		TRADEMARK	

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CORRESPONDENCE DATA**Fax Number:**

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: 2128502874
Email: MieshaHollingsworth@huntonak.com
Correspondent Name: Miesha Hollingsworth
Address Line 1: 200 Park Avenue
Address Line 2: 52nd Floor
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	108147.0000060
NAME OF SUBMITTER:	Miesha Hollingsworth
SIGNATURE:	Miesha Hollingsworth
DATE SIGNED:	03/04/2024

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 1, 2024 (this "Agreement"), is made and entered into by and between Flowchem LLC, a Delaware limited liability company (the "Grantor"), and Cadence Bank, as administrative agent under the Credit Agreement referred to below (the "Administrative Agent").

RECITALS:

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit 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 Industrial Materials OpCo LLC (the "Borrower"), the Guarantors party thereto, the banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to make Loans to and make other extensions of credit to the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the Guarantors from time to time party thereto and the Administrative Agent, the Grantor has agreed to grant in favor of the Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement and the other Loan Documents, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (the "Trademark Collateral"):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, royalties, damages and other

payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above.

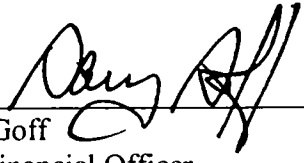
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Grantor's rights or interests in any license, contract or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect, in each case, to the extent consistent with the Loan Documents.

The Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the Credit Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement or the Security Agreement (as applicable) shall control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

FLOWCHEM LLC

By: 
Name: Gary Goff
Title: Chief Financial Officer

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Trademark	Registration Date	Registration No.
TOTAL-LUBE #911	December 25, 2018	5638495
EQUA-LUBE EIGHTY	December 24, 2019	5944473
VALVE CLEANER PLUS	June 19, 2018	5498636
AUSCILLATER	June 25, 2019	5788180
UNI-SEAL	December 18, 2018	5633402
SUPERGUN	December 17, 2019	5938368
FLOW WOLF	July 10, 2018	5514442
ACTIV-8	July 17, 2018	5520231
VALVEPRO	December 17, 2019	5938369
GRIZZLY SEAL	July 16, 2019	5807265
CHAMELEON SEAL	July 10, 2018	5514443
SEALWELD	June 23, 2020	6085978
SEALVALVE	January 21, 2020	5969362
SEALVALVE	March 17, 2020	6010732
VIPER	November 8, 2011	4053560
HIPR	September 13, 2005	2994247
TURBOFLO	July 19, 2005	2971771
X-PAND	May 4, 1999	2243649
SEALWELD	March 10, 1998	2142260

TRADEMARK APPLICATIONS

None.