

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI70665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KTECH SERVICES LIMITED		03/05/2024	Private Limited Company: UNITED KINGDOM
KOBALT LONDON LIMITED		03/05/2024	Private Limited Company: UNITED KINGDOM
AMRA LONDON LIMITED		03/05/2024	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	TRUIST BANK, as Collateral Agent		
Street Address:	3333 Peachtree Road, 10th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3254695	K	
Registration Number:	4166590	KOBALT	
Registration Number:	5543306	PROKLAIM	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	(704)331-1000		
Email:	pto_tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	John Slaughter		
Address Line 1:	Moore & Van Allen PLLC		
Address Line 2:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	046455.000152		
NAME OF SUBMITTER:	Mary Zaldivar		
SIGNATURE:	Mary Zaldivar		

OP \$90.00.00 78328854

DATE SIGNED:	03/06/2024
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT (SHORT FORM)

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 5, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Truist Bank, as Collateral Agent for the Secured Parties.

WITNESSETH:

WHEREAS, each of the Grantors are party to the Security Agreement, dated as of March 5, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which each of the Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or, if not defined therein, the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each of the Grantors hereby pledge and grant to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in all of the following Collateral (excluding any Excluded Assets) of such Grantor (the “**Trademark Collateral**”):

- (a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity, or result in the voiding, of such Trademark application (or any registration that may issue therefrom) under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and each of the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. For the avoidance of doubt, (i) this Agreement is not to be construed as an assignment of any Trademark Collateral and (ii) Sections 6.01 (*Notices*), 6.03 (*Collateral Agent's Fees and Expenses; Indemnification*), 6.06 (*Counterparts; Effectiveness; Electronic Signatures; Several Agreement*), 6.07 (*Severability*), 6.08(b) and (c) (*Jurisdiction; Venue; Waiver of Jury Trial; Consent to Service of Process*), 6.11 (*Termination, Release or Subordination*) and 6.19 (*Intercreditor Agreement*) of the Security Agreement are incorporated by reference herein as if fully set forth herein, *mutatis mutandis*, and the parties hereto agrees to such terms.

SECTION 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


[*Signature Pages Follow*]

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

KTECH SERVICES LIMITED,
a company organized under the laws of the United Kingdom
as the Grantor


By: 
Name: Catrin Drabble
Title: Director

KOBALT LONDON LIMITED,
a company organized under the laws of the United Kingdom
as the Grantor

By: 
Name: Catrin Drabble
Title: Director

[Signature Page to Trademark Security Agreement]

AMRA LONDON LIMITED

By: 
Name: Catrin Drabble
Title: Director

[Signature Page to Trademark Security Agreement]

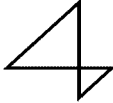
TRUIST BANK,
as Collateral Agent

By: Patrick Wiggins
Name: Patrick Wiggins
Title: Director

**Schedule I
to Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Trademarks

	Owner Name	Trademark	Registration Date	Registration Number
1.	AMRA LONDON LIMITED	AMRA	19-JUN-2018	5494424
2.	AMRA LONDON LIMITED	Design Only 	19-JUN-2018	5494431
3.	KOBALT LONDON LIMITED	K and Design	26-JUN-2007	3254695
4.	KOBALT LONDON LIMITED	KOBALT	03-JUL-2012	4166590
5.	KTECH SERVICES LIMITED	PROKLAIM	21-AUG-2018	5543306

2. Trademark Applications

	Owner Name	Trademark	Status	Application Date	Application Number
1.	KOBALT LONDON LIMITED	K (Stylized)	Pending	20-SEP-2023	79383386