

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI97999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FBA OPERATING CO.		02/28/2024	Corporation: DELAWARE
TECHNORV LLC		02/28/2024	Limited Liability Company: DELAWARE
BCK LLC		02/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MidCap Financial Trust		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5701333	LEVELMATEPRO WIRELESS VEHICLE LEVELING SYSTEM	
Registration Number:	5701332	LOGICBLUE TECHNOLOGY	
Registration Number:	5866653	CRAFT & KIN	
Registration Number:	5647966	SUPPLY	
Registration Number:	5892979	STRYX	
Registration Number:	5753500	STRYX	
Registration Number:	5463434	BRUTE MAGNETICS	
Registration Number:	5951528	MOTIVATION WITHOUT BORDERS	
Serial Number:	98103704	BLU ATLAS	
Serial Number:	97367840	BENEVOLENCE LA	
Serial Number:	97493749	BENEVOLENCE	
Serial Number:	97367791	BENEVOLENCE LOS ANGELES	
Serial Number:	97367822	BENEVOLENCE LOS ANGELES	
Serial Number:	97367771	CRAFT & KIN	
Serial Number:	97572885	TECHNORV	
Serial Number:	87623183	RV WHISPER	

CH \$465.00.00 87915777

Property Type	Number	Word Mark
Serial Number:	90696074	FOUNDRY
Serial Number:	98397025	LEVELMATE

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 7036106100

Email: dctrademark@hoganlovells.com

Correspondent Name: Greta D. Feldman

Address Line 1: 8350 Broad St. 17th Floor

Address Line 4: Tysons,, VIRGINIA 22102

NAME OF SUBMITTER:	MICHAEL BOWMAN
SIGNATURE:	MICHAEL BOWMAN
DATE SIGNED:	03/15/2024

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 28th day of February, 2024 by and among MIDCAP FINANCIAL TRUST, a Delaware statutory trust (in such capacity, together with its successors and assigns, “Agent”) and FBA OPERATING CO., a Delaware corporation (“FBA OpCo”), TECHNORV LLC, a Delaware limited liability company (“Technorv”), BCK LLC, a Delaware limited liability company (“BCK”, together with “FBA OpCo, Technorv, and any other Person that joins this agreement as a Grantor, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement, by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property, whether now owned or hereafter created, acquired or held (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights that may be available to such Grantor;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached

hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (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, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS

RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

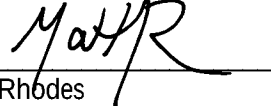
The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

FBA OPERATING CO., a Delaware corporation,

By: 
Name: Matt Rhodes
Title: Chief Financial Officer

Address:

539 W. Commerce St., Suite 3281
Dallas, Texas 75208
Attention: Matt Rhodes
Telephone: (310) 717-9510
E-Mail: mattrhodes@foundrybrands.com


TECHNORV LLC, a Delaware limited liability company,

By: 
Name: Matt Rhodes
Title: Chief Financial Officer

Address:

539 W. Commerce St., Suite 3281
Dallas, Texas 75208
Attention: Matt Rhodes
Telephone: (310) 717-9510
E-Mail: mattrhodes@foundrybrands.com

BCK LLC, a Delaware limited liability company

By: 
Name: Matt Rhodes
Title: Chief Financial Officer

Address:

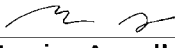
539 W. Commerce St., Suite 3281
Dallas, Texas 75208
Attention: Matt Rhodes
Telephone: (310) 717-9510
E-Mail: mattrhodes@foundrybrands.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Foundry service mark	90696074	01/23/2024
Levelmatepro wireless vehicle leveling system trademark	5701333	03/19/2019
Logicblue Technology trademark	5701332	03/19/2019
LevelMate trademark (pending application)	98397025	02/08/2024
Supply trademark	5647966	01/08/2019
Blu Atlas trademark (pending application)	98103704	07/26/2023
Stryx trademark	5892979	10/22/2019
Stryx trademark	5753500	05/14/2019
Brute Magnetics trademark	5463434	05/08/2018
Motivation Without Borders trademark	5951528	12/31/2019
Benevolence LA trade mark	UK00003385990	06/14/2019
Benevolence LA service mark	97367840	07/04/2023
Benevolence trademark	97493749	07/25/2023
Benevolence Los Angeles trademark	97367791	07/04/2023
Benevolence Los Angeles trademark	97367822	07/04/2023
Craft & Kin trademark	5866653	09/24/2019
Craft & Kin trademark (pending application)	97367771	04/18/2022
TechnoRV service mark (pending application)	97572885	08/31/2022
RV Whisper trademark	87623183	10/30/2018