

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI107066

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900840987

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KALMAN FLOOR COMPANY		03/01/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	OAKWORTH CAPITAL BANK
Street Address:	850 SHADES CREEK PARKWAY
Internal Address:	SUITE 204
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35209
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2357212	KALMAN
Registration Number:	4000828	KALMAN SC
Registration Number:	2759928	KALMAN SEAMLESS CONCRETE
Registration Number:	2774932	KALMAN V-JOINT
Registration Number:	604592	ABSORPTION PROCESS
Registration Number:	1865983	KALMAN SC
Registration Number:	1939161	VIBRATORY ABSORPTION PROCESS
Registration Number:	556421	MONOROCK

CORRESPONDENCE DATA**Fax Number:** 4048853900*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:** 4048853868**Email:** rusty.close@troutman.com**Correspondent Name:** Christopher C Close**Address Line 1:** Troutman Sanders LLP**Address Line 2:** 600 PEACHTREE STREET NE, suite 3000**Address Line 4:** Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	265400.000002
NAME OF SUBMITTER:	Christopher Close
SIGNATURE:	Christopher Close
DATE SIGNED:	03/20/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of March 1, 2024, is made by and among Kalman Floor Company, a Delaware corporation (the “*Grantor*”) in favor of Oakworth Capital Bank, as the secured party under the Credit Agreement (defined below) (the “*Secured Party*”).

WHEREAS, Twintec USA, Inc. a North Carolina corporation (“*Twintec*”), Grantor, Twintec Kalman Mississippi, Inc., a Mississippi corporation (“*Kalman MS*” and, together with Twintec, Grantor and any other entity that may hereafter become party thereto as a Borrower, individually a “*Borrower*” and collectively, “*Borrowers*”), Twintec Group Sàrl, a Luxembourg société à responsabilité limitée (“*Holdings*”, and together with any entity that may hereafter become party hereto as a Guarantor, individually, a “*Guarantor*” and collectively, “*Guarantors*”) and Oakworth Capital Bank (“*Lender*”) have entered into that certain Credit, Security and Guaranty Agreement dated as of March 1, 2024 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms used but not defined herein shall have their respective meaning as set forth in the Credit Agreement).

WHEREAS, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, 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, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto (the “*Copyrights*”).

Notwithstanding the above, “IP Collateral” shall not include any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, 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 any registration that issues from such intent-to-use application under applicable federal Law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NORTH CAROLINA. THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST SECURED PARTY OR ANY RELATED PARTY OF SECURED PARTY IN ANY WAY RELATING TO THIS IP SECURITY AGREEMENT OR THE TRANSACTIONS

RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NORTH CAROLINA SITTING IN MECKLENBURG COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE WESTERN DISTRICT OF NORTH CAROLINA, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NORTH CAROLINA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

[Signature page follows]

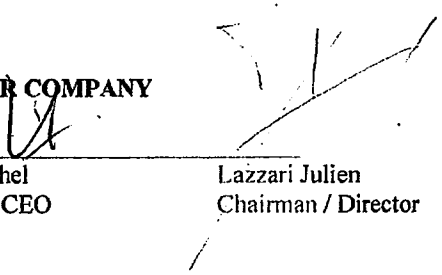
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

KALMAN FLOOR COMPANY

By: _____

Name: Loisel Michel
Title: President / CEO


Lazzari Julien
Chairman / Director

Signature Page to Intellectual Property Security Agreement

**Schedule 1
Patents**

None.

**Schedule 2
Trademarks**

No.	Description	Serial Number	Registration Number	Notes on Ownership
1.	KALMAN		2,357,212 (06/13/2000)	Owner KALMAN FLOOR COMPANY
2.	KALMAN SC		4,000,828 (07/26/2011)	Owner KALMAN FLOOR COMPANY
3.	KALMAN SEAMLESS CONCRETE		2,759,928 (09/02/2003)	Owner KALMAN FLOOR COMPANY
4.	KALMAN V-JOINT		2,774,932 (10/21/2003)	Owner KALMAN FLOOR COMPANY
5.	ABSORPTION PROCESS		604,592 (04/12/1955)	Owner KALMAN FLOOR COMPANY
6.	KALMAN SC		1,865,983 (12/06/1994)	Owner KALMAN FLOOR COMPANY
7.	VIBRATORY ABSORPTION PROCESS		1,939,161 (12/05/1995)	Owner KALMAN FLOOR COMPANY

No.	Description	Serial Number	Registration Number	Notes on Ownership
8.	MONOROCK		556,421 (03/18/1952)	Owner KALMAN FLOOR COMPANY

**Schedule 3
Copyrights**

None.

Schedule 3 to Intellectual Property Security Agreement