

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI163978

|   |   |                       |                     |
|---|---|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                     |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>  |
| KORBITEC INC.   |   | 04/11/2024            | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                     |
| <b>Company Name:</b>  | GOLDMAN SACHS BANK USA, as Collateral Agent |                       |                     |
| <b>Street Address:</b>  | 200 West Street                             |                       |                     |
| <b>Internal Address:</b>  | 7th Fl.                                     |                       |                     |
| <b>City:</b>  | New York                                    |                       |                     |
| <b>State/Country:</b>   | NEW YORK                                    |                       |                     |
| <b>Postal Code:</b>   | 10282                                       |                       |                     |
| <b>Entity Type:</b>   | Chartered Bank: NEW YORK                    |                       |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 6252214                                     | XCHANGEDOCS           |                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                     |
| <b>Fax Number:</b>  | 2123108007                                  |                       |                     |
| <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>   | 2123108000                                  |                       |                     |
| <b>Email:</b>   | juan.arias@weil.com                         |                       |                     |
| <b>Correspondent Name:</b>  | Danielle Lara Cepelewicz                    |                       |                     |
| <b>Address Line 1:</b>  | Weil, Gotshal & Manges LLP                  |                       |                     |
| <b>Address Line 2:</b>  | 767 Fifth Avenue                            |                       |                     |
| <b>Address Line 4:</b>  | New York, NEW YORK 10153                    |                       |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | D. Cepelewicz-71620.0255                    |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | JUAN CARLOS ARIAS                           |                       |                     |
| <b>SIGNATURE:</b>   | JUAN CARLOS ARIAS                           |                       |                     |
| <b>DATE SIGNED:</b>   | 04/12/2024                                  |                       |                     |
| <b>Total Attachments: 5</b>   |   |                       |                     |
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| source=DD - GS - US Trademark Security Agreement#page2.tif  |   |                       |                     |
| source=DD - GS - US Trademark Security Agreement#page3.tif  |   |                       |                     |

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 11, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by KORBITEC INC., a company incorporated under the laws of the Province of Ontario (the "Grantor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Collateral Agent").

**PRELIMINARY STATEMENTS**

**WHEREAS**, reference is made to that certain Credit Agreement, dated as of April 11, 2024 (the "Credit Agreement"), among DYE & DURHAM LIMITED, an Ontario corporation, DYE & DURHAM CORPORATION, an Ontario corporation, the Grantor and other Guarantors party thereto from time to time, as guarantors, GOLDMAN SACHS BANK USA, as Administrative Agent and as Collateral Agent (in such capacities, the "Agent"), each lender from time to time party thereto (collectively, the "Lenders" and, individually, a "Lender") and the L/C Issuers from time to time party thereto;

**WHEREAS**, the Grantor and certain other grantors are party to that certain Canadian Security Agreement, dated as of April 11, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties; and

**WHEREAS**, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement to grant a security interest to the Collateral Agent in the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the meaning given to them (including by reference) in the Credit Agreement or the Security Agreement, as applicable.

**SECTION 2. GRANT OF SECURITY INTEREST**

**SECTION 2.1** As security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Property) now owned or at any time hereafter owned or acquired by the Grantor or which the Grantor at any time in the future may own or acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, all applications, registrations and recordings thereof, including the registrations and registration applications in the United States Patent & Trademark Office listed on Schedule A hereto;

(b) all goodwill connected with the use thereof and symbolized thereby, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof, (iii) rights to sue for past, present and future infringements, dilutions, and other

violations thereof, and (iv) all other rights, priorities and privileges arising thereunder or pertaining thereto throughout the world; and

(c) all Proceeds thereof.

For the purposes hereof, "Proceeds" shall mean all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect from time to time in the State of New York.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto and acceptance thereof by the United States Patent and Trademark Office, to the extent, if any, and solely during the period, if any, in which, the grant or a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law.

**SECTION 2.3 Financing Statements.** The Grantor acknowledges that pursuant to Section 9-509(b) of the Uniform Commercial Code as in effect from time to time in the State of New York and any other applicable law, the Collateral Agent is authorized to file or record financing or continuation statements, and amendments thereto, and other filing or recording documents or instruments with respect to the Trademark Collateral in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect or maintain the perfection of the security interests of the Collateral Agent under this Agreement. The Grantor agrees that such financing statements may describe the collateral in the same manner as described in Section 2.1 or such other description as the Agent, in its sole judgment, determines is necessary or advisable. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

**SECTION 3. GOVERNING LAW.**

SECTION 11.14 (GOVERNING LAW; JURISDICTION, ETC.) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

**SECTION 4. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Credit Document. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[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.

**KORBITEC INC.**

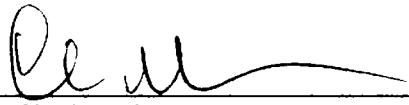
*Awele Obiogo*

By: 660A9E601DA0428...

Name: Awele Obiogo

Title: Secretary


**GOLDMAN SACHS BANK USA, as Collateral Agent**

By:   
Name: Charles Johnston  
Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement (GS)]*

**TRADEMARK  
REEL: 008397 FRAME: 0787**

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Registrant</b>   | <b>Trademark Registration</b>                            | <b>Registration Date and Expiry</b> | <b>Goods or Services – See PDF</b>   |
|---|--|-------------------------------------|--|
| Korbitec Inc.<br>25 York Street,<br>Suite 1100<br>Toronto, Ontario<br>M5J 2V5 | No. 6252214<br><br>XCHANGEDOCS<br><br><b>XCHANGEDOCS</b> | Registered 2021-<br>12-19           | <br>XCHANGEDOCS.pdf |