

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1204938

| | | | |
|---|-------------------------------------|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barton Mines Corporation | | 04/30/2024 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Company Name: | Legacy Corporate Lending, LLC | | |
| Street Address: | 5717 Legacy Drive, Suite 250 | | |
| City: | Plano | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75024 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5488407 | ADIRONDACK | |
| Registration Number: | 5788289 | ALLTEK | |
| Registration Number: | 3788356 | BART | |
| Registration Number: | 4330477 | BARTON | |
| Registration Number: | 4330478 | BARTON | |
| Registration Number: | 5602178 | ECOTEK | |
| Registration Number: | 5429375 | FUSION | |
| Registration Number: | 3486296 | HPA | |
| Registration Number: | 3486398 | HPX | |
| Registration Number: | 5378195 | HYDROBLOC | |
| Registration Number: | 4876290 | MICROGARNET | |
| Registration Number: | 2661435 | THE BARTON GROUP | |
| Registration Number: | 5701950 | TRIDENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125475444 | | |
| <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: | 2125475635 | | |

CH \$340.00.00 87326544

Email: mpreston@mwe.com,jmikulina@mwe.com
Correspondent Name: Maxwell C. Preston
Address Line 1: McDermott Will & Emery LLP
Address Line 2: One Vanderbilt Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 122585-0013

NAME OF SUBMITTER: MAXWELL PRESTON

SIGNATURE: MAXWELL PRESTON

DATE SIGNED: 05/01/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2024, is made by Barton Mines Corporation, a Pennsylvania corporation (the “Grantor”), in favor of Legacy Corporate Lending, LLC (“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Credit and Security Agreement, dated as of April 30, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other borrowers party thereto (together with the Grantor, each a “Borrower” and collectively, the “Borrowers”) and Lender, Lender has severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Credit Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its trademarks and intellectual property licenses providing for the grant by or to the Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Collateral shall not include Excluded Assets (as defined in the Credit Agreement).

Section 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law; Waiver of Jury Trial. The terms of Sections 15.03 (Governing Law; Construction; Forum Selection) and 15.09 (*WAIVER OF JURY TRIAL; OTHER WAIVERS*) of the Credit Agreement are incorporated by reference herein, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

BARTON MINES CORPORATION,
as Grantor

By: 
Name: Richard G. Jenks, Jr.
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

LEGACY CORPORATE LENDING, LLC,
as Lender

By: _____
Name: Paul E. Martin
Title: Chief Investment Officer

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

Very truly yours,

BARTON MINES CORPORATION,
as Grantor

By: _____
Name: Richard G. Jenks, Jr.
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

LEGACY CORPORATE LENDING, LLC,
as Lender

By: 

Name: Paul E. Martin
Title: Chief Investment Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

| <u>Trademark</u> | <u>Country</u> | <u>Appln. No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Case Status</u> | <u>Grantor</u> |
|----------------------------------|---|-------------------|--------------------|-----------------|------------------|--------------------|--------------------------|
| ADIRONDACK | United States of America | 87326544 | 2/7/2017 | 5488407 | 6/5/2018 | Registered | Barton Mines Corporation |
| ADIRONDACK | International Registration designated in European Union, Norway, and United Kingdom | 1503313 | 10/30/2019 | 1503313 | 10/30/2019 | Registered | Barton Mines Corporation |
| ADIRONDACK | Norway | 201916514 | 12/12/2019 | | 10/30/2019 | Registered | Barton Mines Corporation |
| ALLTEK | United States of America | 87377454 | 3/20/2017 | 5788289 | 6/25/2019 | Registered | Barton Mines Corporation |
| BART | United States of America | 77667738 | 2/10/2009 | 3788356 | 5/11/2010 | Registered | Barton Mines Corporation |
| BARTON | United States of America | 85566966 | 3/12/2012 | 4330477 | 5/7/2013 | Registered | Barton Mines Corporation |
| BARTON | International Registration designated in the European Union and Norway | A0091120 | 10/30/2019 | 1503436 | 10/30/2019 | Registered | Barton Mines Corporation |
| BARTON | Norway | 201916531 | 12/12/2019 | | 10/30/2019 | Registered | Barton Mines Corporation |
| BARTON | United Kingdom | UK00801503436 | 10/30/2019 | UK00801503436 | 10/30/2019 | Registered | Barton Mines Corporation |
| BARTON & Design BARTON | United States of America | 85566991 | 3/12/2012 | 4330478 | 5/7/2013 | Registered | Barton Mines Corporation |
| BARTON MICROGARNET | United Kingdom | 15530661 | 6/10/2016 | UK00915530661 | 11/10/2016 | Registered | Barton Mines Corporation |
| BARTON MICROGARNET | European Union | 15530661 | 6/10/2016 | 15530661 | 11/10/2016 | Registered | Barton Mines Corporation |

| | | | | | | | |
|------------------|--|---------------|------------|---------------|------------|------------|--------------------------|
| ECOTEK | United States of America | 87377464 | 3/20/2017 | 5602178 | 11/6/2018 | Registered | Barton Mines Corporation |
| FUSION | United States of America | 87269803 | 12/15/2016 | 5429375 | 3/20/2018 | Registered | Barton Mines Corporation |
| HPA | Republic of Korea | 200625752 | 5/15/2006 | 706783 | 4/17/2007 | Registered | Barton Mines Corporation |
| HPA | United Kingdom | UK00801505328 | 10/30/2019 | UK00801505328 | 10/30/2019 | Registered | Barton Mines Corporation |
| HPA | United States of America | 78754702 | 11/15/2005 | 3486296 | 8/12/2008 | Registered | Barton Mines Corporation |
| HPA | International Registration designated in the European Union, Norway | A0091131 | 10/30/2019 | 1505328 | 10/30/2019 | Registered | Barton Mines Corporation |
| HPA | Norway | 201917155 | 12/26/2019 | | 10/30/2019 | Registered | Barton Mines Corporation |
| HPX | International Registration designated in the European Union and Norway | 1505312 | 10/30/2019 | 1505312 | 10/30/2019 | Registered | Barton Mines Corporation |
| HPX | Norway | 201917153 | 12/26/2019 | | 10/30/2019 | Registered | Barton Mines Corporation |
| HPX | United Kingdom | UK00801505312 | 10/30/2019 | UK00801505312 | 10/30/2019 | Registered | Barton Mines Corporation |
| HPX | United States of America | 78863406 | 4/18/2006 | 3486398 | 8/12/2008 | Registered | Barton Mines Corporation |
| HPX | Republic of Korea | 200652281 | | 710120 | 5/18/2007 | Registered | Barton Mines Corporation |
| HYDROBLOC | United States of America | 87469501 | 5/31/2017 | 5378195 | 1/16/2018 | Registered | Barton Mines Corporation |
| JETTEK | United Kingdom | 3570962 | 12/22/2020 | UK00003570962 | 4/20/2021 | Registered | Barton Mines Corporation |
| JETTEK | European Union | 18361847 | 12/22/2020 | 18361847 | 5/14/2021 | Registered | Barton Mines Corporation |
| MICROGARNET | United States of America | 86708608 | 7/29/2015 | 4876290 | 12/22/2015 | Registered | Barton Mines Corporation |
| THE BARTON GROUP | United States of America | 76083238 | 7/5/2000 | 2661435 | 12/17/2002 | Registered | Barton Mines Corporation |
| TRIDENT | United States of America | 88040488 | 7/17/2018 | 5701950 | 3/19/2019 | Registered | Barton Mines Corporation |