

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667695

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Argon Technologies, Inc. | | 08/13/2021 | Corporation: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Twin Brook Capital Partners, LLC, as Agent | | |
| Street Address: | 111 South Wacker Drive, 36th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90739733 | KLYMIT | |
| Serial Number: | 90527748 | KLYMIT | |
| Serial Number: | 90527938 | KLYMIT | |
| Serial Number: | 90527953 | KLYMIT | |
| Serial Number: | 90527971 | KLYMIT | |
| Serial Number: | 90527981 | KLYMIT | |
| Serial Number: | 88860173 | | |
| Serial Number: | 88852770 | KLYMALOFT | |
| Serial Number: | 87626101 | VERSA | |
| Serial Number: | 87382731 | STATIC V | |
| Serial Number: | 86231676 | KLYMIT | |
| Serial Number: | 77848894 | KLYMIT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8438 | | |
| Email: | raquel.haleem@katten.com | | |
| Correspondent Name: | Raquel Haleem c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| TRADEMARK | | | |

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|---|-------------------------|
| Address Line 4: | Chicago, ILLINOIS 60661 |
| NAME OF SUBMITTER: | Raquel Haleem |
| SIGNATURE: | /Raquel Haleem/ |
| DATE SIGNED: | 08/15/2021 |
| Total Attachments: 6 source=MPG - Trademark Security Agreement (Executed)#page1.tif source=MPG - Trademark Security Agreement (Executed)#page2.tif source=MPG - Trademark Security Agreement (Executed)#page3.tif source=MPG - Trademark Security Agreement (Executed)#page4.tif source=MPG - Trademark Security Agreement (Executed)#page5.tif source=MPG - Trademark Security Agreement (Executed)#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) made as of August 13, 2021, by Argon Technologies, Inc., a Utah corporation (the “Grantor”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”):

W I T N E S S E T H

WHEREAS, MacNeill Pride Group Corp., a Delaware corporation (“Borrower”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of April 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “Loans”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of April 22, 2021, by and among Grantee, the Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantor has granted to Grantee, for the ratable benefit of the Lenders, a security interest in all of the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to the Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, the Grantor hereby grants to Grantee, for the ratable benefit of the Lenders, and hereby reaffirms its grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in the Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or impairment of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

ARGON TECHNOLOGIES, INC., a Utah corporation


By: 

Name: Brian Sudbrink

Title: Treasurer and Secretary


Agreed and accepted as of
the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Drew Guyette Aug 14, 2021 09:18 CDT
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations/Applications

| Mark | Owner | Application No. | Application Date | Registration No. | Registration Date |
|--|--------------------------------------|------------------------|-------------------------|-------------------------|--------------------------|
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 90739733 | 27-MAY-2021 | N/A | N/A |
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 90527748 | 12-FEB-2021 | N/A | N/A |
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 90527938 | 12-FEB-2021 | N/A | N/A |
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 90527953 | 12-FEB-2021 | N/A | N/A |
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 90527971 | 12-FEB-2021 | N/A | N/A |
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 90527981 | 12-FEB-2021 | N/A | N/A |
| Design Only  | Argon Technologies, Inc., DBA Klymit | 88860173 | 05-APR-2020 | 6184358 | 27-OCT-2020 |
| KLYMALOFT | Argon Technologies, Inc., DBA Klymit | 88852770 | 30-MAR-2020 | 6184255 | 27-OCT-2020 |
| VERSA | Argon Technologies, Inc., DBA Klymit | 87626101 | 28-SEP-2017 | 5515497 | 10-JUL-2018 |
| STATIC V | Argon Technologies, Inc., DBA Klymit | 87382731 | 23-MAR-2017 | 5327801 | 07-NOV-2017 |
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 86231676 | 25-MAR-2014 | 4632008 | 04-NOV-2014 |

| Mark | Owner | Application No. | Application Date | Registration No. | Registration Date |
|--------|--------------------------------------|-----------------|------------------|------------------|-------------------|
| KLYMIT | Argon Technologies, Inc., DBA Klymit | 77848894 | 14-OCT-2009 | 3851500 | 21-SEP-2010 |