

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resource Intl Inc.		12/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent		
Street Address:	c/o Alter Domus (US) LLC		
Internal Address:	225 W. Washington Street , 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6176272	BORNE OFF-ROAD	
Registration Number:	6176453	BORNE OFF-ROAD	
Serial Number:	88658178	M	
Registration Number:	4583412	M	
Registration Number:	4662427	LIQUID CHILL	
Registration Number:	4334663	M	
Registration Number:	4346116	MISHIMOTO	
Registration Number:	5061974	MISHIMOTO	
Registration Number:	4914657	ROYAL AUTO PARTS	
Registration Number:	4553597	THE WORLD LEADER IN PERFORMANCE COOLINGP	
Registration Number:	5590105	THE WORLD LEADER IN PERFORMANCE COOLING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		

CH \$290.00 6176272

Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 12/21/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2021, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC ("Varagon"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Loan Parties (each as defined in the Credit Agreement), and the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security 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 the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the timely and complete payment or performance, as the case may be, when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to Administrative Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under all of its Trademarks, including, but without limitation, those referred to on Schedule I hereto (the "Trademark Collateral").

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademark Collateral" shall not include any "intent to use" trademark application until

such time as a Statement of Use or Amendment to Allege Use, as applicable, has been filed and accepted with the U.S. Patent and Trademark Office, whereupon such acceptance, the Trademark applications shall automatically be subject to the security interest granted herein.

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

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.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

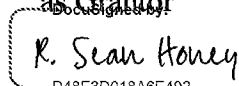
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Resource Intl Inc.

as Grantor

By:


D48E3D018A6E492

Name: R. Sean Honey

Title: President

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007537 FRAME: 0726

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: 
Name: Terry Robinson
Title: Managing Director




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Owner</u>
BORNE OFF-ROAD	US	6176272	Resource Intl., Inc.
BORNE OFF-ROAD	US	6176453	Resource Intl., Inc.
	US	App. No. 88658178	Resource Intl., Inc.
	US	4583412	Resource Intl., Inc.
LIQUID CHILL	US	4662427	Resource Intl., Inc.
	US	4334663	Resource Intl Inc.
MISHIMOTO	US	4346116	Resource Intl Inc.
MISHIMOTO	US	5061974	Resource Intl Inc.

ROYAL AUTO PARTS	US	4914657	Resource Intl Inc.
THE WORLD LEADER IN PERFORMANCE COOLING PRODUCTS	US	4553597	Resource Intl Inc.
THE WORLD LEADER IN PERFORMANCE COOLING PRODUCTS	US	5590105	Resource Intl Inc.

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Owner</u>
	US	88658178	Resource Intl., Inc.