

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698710

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | GRANT OF A SECURITY INTEREST -- TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Imperial Group Manufacturing, Inc. | | 12/30/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cerberus Business Finance Agency, LLC, as Collateral Agent | | |
| Street Address: | 875 Third Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4065833 | IMPERIAL GROUP | |
| Registration Number: | 4065834 | IMPERIAL GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173417701 | | |
| <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: | 617-951-8132 | | |
| Email: | linda.salera@morganlewis.com | | |
| Correspondent Name: | Linda A. Salera, Senior Paralegal | | |
| Address Line 1: | One Federal Street | | |
| Address Line 2: | c/o Morgan, Lewis & Bockius LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Linda A. Salera | | |
| SIGNATURE: | /Linda A. Salera/ | | |
| DATE SIGNED: | 12/30/2021 | | |
| Total Attachments: 5 | | | |
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 30, 2021, by Imperial Group Manufacturing, Inc., a Delaware corporation ("Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge to the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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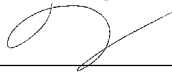
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

IMPERIAL GROUP MANUFACTURING, INC.

By: 
Name: Terence Wogan
Title: Chief Executive Officer and President

ACCEPTED AND AGREED:


CERBERUS BUSINESS FINANCE AGENCY, LLC,
as Collateral Agent

By:  _____

Name: Daniel E. Wolf

Title: Senior Managing Director

SCHEDULE A

| Trademark | Registration Office | Application Number | Reg. Number | Reg. Date | Owner |
|--|----------------------------|---------------------------|--------------------|------------------|--|
| IMPERIAL GROUP IMPERIAL GROUP | United States USPTO | 85160465 | 4065833 | 2011-12-06 | IMPERIAL GROUP MANUFACTURING, INC. |
| IMPERIAL GROUP  IMPERIAL GROUP | United States USPTO | 85160473 | 4065834 | 2011-12-06 | IMPERIAL GROUP MANUFACTURING, INC. |