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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM780657

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bron Tapes, LLC		01/13/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fidelity Direct Lending LLC, as Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5467648	BRON
Registration Number:	5467650	BRON AEROTECH
Registration Number:	5467649	BRON
Registration Number:	6165208	CLEAN GREEN
Registration Number:	5467651	
Registration Number:	5342562	KILLER BEE TAPE
Registration Number:	5342563	KILLER BEE TAPE
Registration Number:	4968160	KILLER RED
Registration Number:	6853480	ON A ROLL SINCE 1977
Registration Number:	6143194	SCRIM-BOND
Registration Number:	6381878	SMART CUSHION
Serial Number:	97420932	BLU OX

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

TRADEMARK
REEL: 007946 FRAME: 0038

900744331

	525 West Monroe Street Chicago, ILLINOIS 60661			
NAME OF SUBMITTER:	Raquel Haleem			
SIGNATURE:	/Raquel Haleem/			
DATE SIGNED:	01/13/2023			
Total Attachments: 5 source=07. fidelity bron tapes trademark security agreement executed 2023#page1.tif source=07. fidelity bron tapes trademark security agreement executed 2023#page2.tif				

source=07. fidelity bron tapes trademark security agreement executed 2023#page1.tif source=07. fidelity bron tapes trademark security agreement executed 2023#page2.tif source=07. fidelity bron tapes trademark security agreement executed 2023#page3.tif source=07. fidelity bron tapes trademark security agreement executed 2023#page4.tif source=07. fidelity bron tapes trademark security agreement executed 2023#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of January 13, 2023 by Bron Tapes, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of Fidelity Direct Lending LLC, as Agent for the Lenders party to the Credit Agreement referenced below (in such capacity, "<u>Grantee</u>").

WITNESSETH

WHEREAS, Bron Intermediate, LLC, a Delaware limited liability company ("Holdings"), Bron Buyer, LLC, a Delaware limited liability company ("Borrower"), the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Grantee, in its capacity as Agent for such Lenders, dated as of the date hereof (as the same may be amended, restated, amended and 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 the date hereof, by and among Grantee, Holdings and Borrower in their capacities as Grantors thereunder, the undersigned Grantor and the other Grantors party thereto from time to time (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the "Guarantee and Collateral Agreement"), Grantor has collaterally assigned and transferred to Grantee, and granted to Grantee, for the ratable benefit of the Lenders and their respective affiliates (as provided in the Guarantee and Collateral Agreement), a security interest in all of its rights, title and interests to its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, and all 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, Grantor agrees as follows:

- 1. <u>Definitions.</u> All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.
- 2. <u>Incorporation of Guarantee and Collateral Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.
- 3. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the prompt payment and complete performance of the Obligations, Grantor hereby grants to Grantee, for the ratable benefit of Lenders and their respective affiliates, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire 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 "<u>Trademark Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:

- a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or otherwise, and all common-law rights related thereto, including any of the foregoing referred to on Schedule A attached hereto; and
 - b. the right to obtain all renewals thereof.
- 4. <u>Intent-To-Use Trademarks</u>. 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 law, the Trademark Collateral shall not include any "intent-to-use" applications for Trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed with and accepted by the United States Patent and Trademark Office, and any other Intellectual Property in any jurisdiction where such pledge or security interest would cause the invalidation or abandonment of such Intellectual Property under applicable law, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.
- 5. <u>Termination</u>. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Obligations. Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, immediately execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.
- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts, when taken together, shall constitute but one and the same Agreement. Receipt by facsimile or other electronic transmission (including "pdf") of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
- 7. <u>Governing Law.</u> THIS AGREEMENT SHALL BE A CONTRACT 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 Page Follows.]

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

BRON TAPES, LLC, a Delaware limited liability company

Adam A. Clapp

By: Name: Adam Clapp

Title: Chief Financial Officer

REEL: 007946 FRAME: 0042

Agreed and Accepted As of the Date First Written Above:

FIDELITY DIRECT LENDING LLC,

as Agent and Grantee

Name: Therese Icuss

Title: Authorized Signatory

Trademark Security Agreement

 $\frac{Schedule\ A}{Trademark\ Applications}$

Trademark	Serial Number	Registered Identification Number	Filing Date	Reg. Date	Company
BLU OX	97/420932		May 20, 2022		Bron Tapes, LLC
BRON	87/597739	5467648	September 6, 2017	May 15, 2018	Bron Tapes, LLC
BRON AEROTECH	87/597752	5467650	September 6, 2017	May 15, 2018	Bron Tapes, LLC
BRON	875/97747	5467649	September 6, 2017	May 15, 2018	Bron Tapes, LLC
CLEAN GREEN	88/487666	6165208	June 25, 2019	September 29, 2020	Bron Tapes, LLC
N/A	87/597755	5467651	September 6, 2017	May 15, 2018	Bron Tapes, LLC
KILLER BEE TAPE	87/316491	5342562	January 27, 2017	November 21, 2017	Bron Tapes, LLC
KILLER BEE TAPE	87/316498	5342563	January 27, 2017	November 21, 2017	Bron Tapes, LLC
KILLER RED	86/761828	4968160	September 18, 2015	May 31, 2016	Bron Tapes, LLC
ON A ROLL SINCE 1977	90/530245	6853480	February 16, 2021	June 8, 2021	Bron Tapes, LLC
SCRIM- BOND	88/516431	6143194	July 16, 2019	September 1, 2020	Bron Tapes, LLC
SMART CUSHION	88/920842	6381878	May 18, 2020	June 8, 2021	Bron Tapes, LLC

RECORDED: 01/13/2023