

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793965

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900753981

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Krayden, Inc.		03/01/2023	Corporation: COLORADO
Northern Composites, LLC		03/01/2023	Limited Liability Company: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87349842	KRAYDEN
Serial Number:	77731640	NORTHERN

CORRESPONDENCE DATA**Fax Number:**

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.

Email: sharon.elkin@katten.com

Correspondent Name: Sharon Elkin

Address Line 1: 525 W. Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Sharon Elkin
SIGNATURE:	/Sharon Elkin/
DATE SIGNED:	03/13/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

March 1, 2023

WHEREAS, each of the undersigned grantors (each, a “Grantor” and, collectively, the “Grantors”) owns one or more of the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AG Flight Merger Sub, Inc., a Delaware corporation, Krayden Holdings, Inc., a Delaware corporation, the financial institutions party thereto from time to time as Lenders (the “Lenders”), and NXT Capital, LLC, as agent for all Lenders (the “Agent”) and as Issuing Lender and Swingline Lender; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or modified from time to time, the “Collateral Agreement”), by and among the Grantors and the other Grantors (as defined therein) party thereto, in favor of Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

(i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

WITNESS WHEREOF, each 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.

GRANTORS

**KRAYDEN, INC.
NORTHERN COMPOSITES, LLC**

By: 
Name: Michael Jankovsek
Title: Chief Financial Officer

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: *Julia Allman*
julia.allman@nxtcapital.com
Name: Julia Allman
Title: Vice President

[Signature Page to Trademark Security Agreement]

**SCHEDULE 1
to**

Trademark Security Agreement

TRADEMARKS

Grantor	Country	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Krayden, Inc.	U.S.	KRAYDEN	87349842	5296017	2/25/2017	9/26/2017
Northern Composites, LLC	U.S.	NORTHERN	77731640	3915525	5/7/2009	2/8/2011

TRADEMARK APPLICATIONS

None.