

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM815982

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZincFive, Inc.		06/07/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OIC Investment Agent, LLC, as Collateral Agent		
<b>Street Address:</b>	292 Madison Avenue		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5920816	ZINCFIVE	
<b>Registration Number:</b>	4819975	RTI CONNECT	
<b>Registration Number:</b>	4616579	UPSTEALTH	
<b>Registration Number:</b>	3080645	POWERGENIX	
<b>Serial Number:</b>	97248640	Z	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	jess.bajada-bartlett@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS C/O J. BAJADA-BARTLETT		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	070040-0011		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Bartlett		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Bartlett		
<b>DATE SIGNED:</b>	06/08/2023		

OP \$140.00 5920816

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 7, 2023 (this “Agreement”), is made by each of the signatories hereto indicated as a “Grantor” (each a “Grantor” and collectively, the “Grantors”) in favor of OIC INVESTMENT AGENT, LLC, as collateral agent for the Secured Parties (in such capacity, together with any successor collateral agent appointed pursuant to Section 8.01 of the Credit Agreement referred to below, the “Collateral Agent”).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of June 7, 2023, by and among the Grantors, OIC Investment Agent, LLC, as administrative agent (together with any successor thereto pursuant to Article VIII of the Credit Agreement, the “Administrative Agent”), the Collateral Agent and the lenders from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Credit Agreement”), Borrower has requested Lenders to extend, and Lenders have agreed to extend Loans on terms and conditions set forth in Credit Agreement and the other Financing Documents;

**WHEREAS**, in order to secure its obligations under the Financing Documents and the other Obligations, each Grantor entered into that certain Pledge and Security Agreement, dated as of June 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which it granted a security interest in its right, title and interest in the Trademark Collateral (as defined below) to the Collateral Agent for the benefit of the Secured Parties; and

**WHEREAS**, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest in the Trademark Collateral granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest**

Each Grantor hereby collaterally assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations:

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, (b) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed on Schedule A, (c) all extensions and renewals thereof, (d) all of the goodwill of the business connected with the use of and symbolized by any of

the foregoing, (e) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (f) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (g) all other rights, priorities and privileges of any kind accruing thereunder or pertaining thereto throughout the world;

provided, that in no event shall the Trademark Collateral include any Excluded Property.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY DISPUTE OF CLAIMS ARISING IN CONNECTION HEREWITH SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

### **SECTION 5. Counterparts; Electronic Execution**

This Agreement may be executed in two or more of counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective when executed and delivered by each party hereto. Delivery of an executed counterpart to this Agreement by facsimile or scanned electronic transmission shall be as effective as delivery of a manually signed original. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation, amendments or other waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent in accordance with the Credit Agreement, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ZINCFIVE, INC.,**  
as Grantor

By:

*Tim Hysell*

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Name: Tim Hysell  
Title: Chief Executive Officer

Accepted and Agreed:

**OIC INVESTMENT AGENT, LLC,**  
as Collateral Agent


By:   
\_\_\_\_\_  
Name: Nazar Massouh  
Title: Chief Executive Officer

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Active Registrations:**

<b>Country</b>	<b>Owner</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
U.S.	ZincFive, Inc.	ZINCFIVE	5920816	11/26/2019
U.S.	ZincFive, Inc.	RTi Connect	4819975	9/22/2015
U.S.	ZincFive, Inc.	UPStealth	4616579	10/7/2014
U.S.	ZincFive, Inc. <sup>1</sup>	POWERGENIX	3080645	4/11/2006

**Pending Applications:**

<b>Country</b>	<b>Owner</b>	<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>
U.S.	ZincFive, Inc.		97248640	2/1/2022
U.S.	ZincFive, Inc.	BIG POWER	97431116 (ITU)	5/26/2022
U.S.	ZincFive, Inc.	THE POWER OF GOOD CHEMISTRY	97455520 (ITU)	6/13/2022

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<sup>1</sup> Pending name change update with USPTO from Powergenix Systems, Inc. to ZincFive, Inc.