

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822632

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GEMINI INDUSTRIES, INC. | | 06/28/2023 | Corporation: OKLAHOMA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 1111 Polaris Pkwy | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43240 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3585077 | RUDD | |
| Registration Number: | 0600651 | GLITSA | |
| Serial Number: | 97672130 | GLITSA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4052350439 | | |
| <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: | 4055522280 | | |
| Email: | ipdocket@mcafeetaft.com | | |
| Correspondent Name: | Chase C. Webb | | |
| Address Line 1: | McAfee Taft, 211 N. Robinson | | |
| Address Line 2: | 8th Floor, Two Leadership Square | | |
| Address Line 4: | Oklahoma City, OKLAHOMA 73102 | | |
| NAME OF SUBMITTER: | Chase C. Webb | | |
| SIGNATURE: | /Chase C. Webb/ | | |
| DATE SIGNED: | 07/07/2023 | | |
| Total Attachments: 5 | | | |
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| source=Trademark Security Agreement - Gemini_Rudd (Executed)#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of June 28, 2023, is made by GEMINI INDUSTRIES, INC., an Oklahoma Corporation (the “Borrower”), in favor of JPMORGAN CHASE BANK, N.A. (the “Lender”).

WHEREAS, the Borrower has entered into a Credit Agreement dated as of May 2, 2022, among the Borrower, the Lender, and the other Loan Parties party thereto, as amended by that certain First Amendment to Credit Agreement dated as of September 12, 2022, and as amended by that certain Second Amendment Credit Agreement dated as of June 1, 2023 (as the same may be further amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Lender agreed to extend credit to the Borrower;

WHEREAS, in connection with the entering into of the Credit Agreement, the Borrower, the Lender and the other Loan Parties party thereto entered into the Security Agreement;

WHEREAS, under the terms of the Credit Agreement and the Security Agreement, the Borrower agreed to grant to Lender a security interest in certain intellectual property of the Borrower, including, but not limited to, certain Trademarks (as defined in the Security Agreement), and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office; and

WHEREAS, capitalized terms used but not defined herein have the meanings assigned to such terms in the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (collectively, the “Trademark Collateral”): (a) the Trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof, excluding, if applicable, only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications; (b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement.

3. **Credit Agreement.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and Security Agreement, each of which is hereby incorporated by reference. The provisions of the Credit Agreement and the Security Agreement, as applicable, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

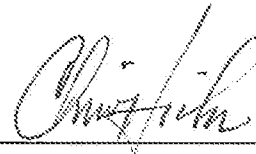
5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Governing State, without giving effect to any choice or conflict of law provision or rule (whether of the Governing State or any other jurisdiction).

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GEMINI INDUSTRIES, INC.

By: _____



Name: Chris Hicks

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A.

By: _____

Name:

Title:

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GEMINI INDUSTRIES, INC.

By: _____

Name: Chris Hicks

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A.


By:  _____

Name: J. Devin Mock

Title: Authorized Officer

**SCHEDULE 1
TRADEMARKS**

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date | Record Owner |
|---|---------------------|----------------------------|--------------------------|-------------------------|
| RUDD | U.S. | 3585077 | March 10, 2009 | Gemini Industries, Inc. |
|  | U.S. | 0600651 | January 11, 1955 | Gemini Industries, Inc. |

Trademark Applications

| Mark | Jurisdiction | Application Number | Filing Date | Record Owner |
|-------------|---------------------|---------------------------|--------------------|-------------------------|
| GLITSA | U.S. | 97672130 | November 10, 2022 | Gemini Industries, Inc. |