

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impact7G, Inc.		01/31/2024	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90696257	IMPACT7G	
Serial Number:	90696719	IMPACT7G	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	01/31/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of January 31, 2024 by and among Impact7G, Inc., an Iowa corporation, as Grantor (the “Grantor”), and JPMorgan Chase Bank, N.A., a national banking association, (“JPMorgan”) as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement described below) under the Intercreditor Agreement (as defined below).

Pursuant to an Intercreditor and Collateral Agency Agreement (together with all amendments, modifications and restatements of such agreement, the “Intercreditor Agreement”) dated as of October 5, 2023 among JPMorgan, in various capacities, PGIM Inc. and certain Noteholders (as defined in the Intercreditor Agreement), JPMorgan has been appointed and continues to be appointed as Collateral Agent with respect to various liens and security interests granted or to be granted by the Grantor and certain affiliates of the Grantor.

As a condition to maintaining and/or making further loans and other financial accommodations to or for the benefit of Wright Service Corp., an Iowa corporation (the “U.S. Borrower”), and Wright Canada Holdings Ltd., a corporation amalgamated under the laws of the Province of Alberta (the “Canadian Borrower”; together with the U.S. Borrower, the “Borrowers”), the Senior Lenders (as defined in the Intercreditor Agreement) have required the execution and delivery of a Pledge and Security Agreement dated as of October 5, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor and certain affiliates of the Grantor have granted and/or may hereafter grant to the Collateral Agent, on behalf of the Secured Parties, a security interest in substantially all of the Grantor’s personal property.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Collateral Agent.

ACCORDINGLY, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“Trademark Collateral” means all right, title and interest of each Grantor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

“Specified Trademark” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“Trademark” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest. In order to secure the Secured Obligations, each Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Trademark Collateral to the Collateral Agent.

3. Representations and Warranties. Each Grantor represents and warrants that such Grantor owns each of the Specified Trademarks indicated with respect to such Grantor on Schedule A, free and clear of any Lien other than Permitted Encumbrances.

4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. Continuing Effect. This Agreement and the Collateral Agent’s security interest in the Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Security Agreement).

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Miscellaneous. This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement delivered by any Grantor or any other Loan Party (as defined in the Credit Agreement) to the Collateral Agent.

Signature pages follow.

above. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written

GRANTOR:

IMPACT7G, INC.

By: 

Name: Austin Kennedy

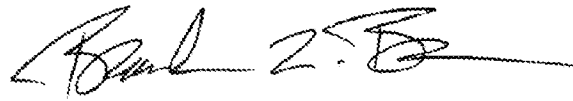
Title: Chief Executive Officer, President & Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008333 FRAME: 0315

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Brandon Brauer
Title: Authorized Officer

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Serial No.	Registration No./File Number	Country
Impact7G, Inc.	IMPACT7G	90/696257	6,778,076	U.S.
Impact7G, Inc.	IMPACT7G (Design)	90/696719	6,778,079	U.S.