# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI70451

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                                       | Formerly | Execution Date | Entity Type                         |
|--|----------|----------------|-------------------------------------|
| Midwest Diversified Technologies U.S., LLC |          | 03/01/2024     | Limited Liability Company: ILLINOIS |
| Slab Masters U.S., LLC                     |          | 03/01/2024     | Limited Liability Company: ILLINOIS |

### **RECEIVING PARTY DATA**

| Company Name:   | VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent |  |
|-----------------|--|--|
| Street Address: | 225 W. Washington Street, 9th Floor                          |  |
| City:           | Chicago  |  |
| State/Country:  | ILLINOIS   |  |
| Postal Code:    | 60606  |  |
| Entity Type:    | Limited Liability Company: DELAWARE                          |  |

### **PROPERTY NUMBERS Total: 18**

| Serial Number: Serial Number: Serial Number: | 78898264<br>86695367<br>86695378 | HYDRAWAY<br>HYDRALINER               |
|--|----------------------------------|--------------------------------------|
|  |                                  | HYDRALINER                           |
| Serial Number:                               | 86695378                         |                                      |
|  |                                  | HYDRASHIELD                          |
| Serial Number:                               | 86695394                         | MAGNACORE                            |
| Serial Number:                               | 86695399                         | CARBONBOND                           |
| Serial Number:                               | 88895139                         | INTECH ANCHORING SYSTEMS             |
| Serial Number:                               | 88895648                         | INTECH                               |
| Serial Number:                               | 88895668                         | HYDRAVENT                            |
| Serial Number:                               | 88896278                         | HYDRAVENT VENTING SYSTEM             |
| Serial Number:                               | 90902092                         | FORCE ARRESTER                       |
| Serial Number:                               | 75268037                         | SLAB MASTERS                         |
| Serial Number:                               | 75473154                         | HELITECH                             |
| Serial Number:                               | 78266959                         | DON'T REPLACE IT! RAISE IT!          |
| Serial Number:                               | 78266963                         | QUICK & FREE OF MESS                 |
| Serial Number:                               | 78939027                         | H HELITECH                           |
| Serial Number:                               | 77433508                         | HEAL YOUR HOME WITH HELITECH         |
| Serial Number:                               | 77459730                         | PROTECT YOUR GREATEST ASSETYOUR HOME |

TRADEMARK

REEL: 008361 FRAME: 0243

900838245

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 97095488 | ACCUTRAX  |

#### **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:** 3125778438

**Email:** raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

| NAME OF SUBMITTER: | Raquel Haleem |
|--------------------|---------------|
| SIGNATURE:         | Raquel Haleem |
| DATE SIGNED:       | 03/05/2024    |

#### **Total Attachments: 6**

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#### TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 1, 2024, (the "<u>Trademark Security Agreement</u>") by and among the Grantors listed on the signature pages hereof (collectively, the "Grantors" and, each individually, a "<u>Grantor</u>"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "<u>Administrative Agent</u>").

#### WITNESSETH:

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 "<u>Credit Agreement</u>"), by and among , HT Parent, LLC, a Delaware limited liability company ("<u>Initial Borrower</u>" and after giving effect to the Borrower Assumption, "<u>Holdings</u>"), HTI Intermediate, LLC, a Delaware limited liability company (after consummation of the Closing Date Acquisition, the "<u>Borrower</u>") the other Loan Parties party thereto from time to time, each lender from time to time party thereto (collectively, the "<u>Lenders</u>") and the Administrative Agent; and

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

Now, Therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a Lien in and to all of its right, title and interest in, to and under all the following Collateral of Grantor: trademarks and trademark applications of Grantor listed on <u>Schedule I</u> attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

Each of the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

## MIDWEST DIVERSIFIED TECHNOLOGIES U.S., LLC

By:

Name: Gabriel Wood
Title: Secretary

**SLAB MASTERS U.S., LLC** 

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By:

Name: Gabriel Wood Title: Secretary VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent

By:

Name: Michael Barrasso Title: Authorized Signatory

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# Schedule I Trademark Registrations and Use Applications

# Registrations:

| Trademark                           | Application<br>Number | Application Date     | Registration<br>Number | Registration<br>Date | Owner   |
|-------------------------------------|-----------------------|----------------------|------------------------|----------------------|---|
| HYDRAWAY                            | 78/898264             | 01-Jun-2006          | 3339671                | 20-Nov-2007          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| HYDRALINER                          | 86/695367             | 16-Jul-2015          | 5015956                | 09-Aug-2016          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| HYDRASHIELD                         | 86/695378             | 16-Jul-2015          | 5039060                | 13-Sep-2016          | Midwest Diversified Technologies U.S., LLC          |
| MAGNACORE                           | 86/695394             | 16-Jul-2015          | 4904760                | 23-Feb-2016          | Midwest Diversified Technologies U.S., LLC          |
| CARBONBOND                          | 86/695399             | 16-Ju <b>l</b> -2015 | 5020445                | 16-Aug-2016          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| INTECH ANCHORING SYSTEMS (Stylized) | 88/895139             | 30-Apr-2020          | 6909292                | 29-Nov-2022          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| INTECH                              | 88/895648             | 30-Apr-2020          | 6909293                | 29-Nov-2022          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| HYDRAVENT                           | 88/895668             | 30-Apr-2020          | 6375993                | 08-Jun-2021          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| HYDRAVENT VENTING SYSTEM (Stylized) | 88/896278             | 30-Apr-2020          | 6375994                | 08-Jun-2021          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| FORCE ARRESTER                      | 90/902092             | 25-Aug-2021          | 6908790                | 22-Nov-2022          | Midwest<br>Diversified<br>Technologies<br>U.S., LLC |
| SLAB MASTERS                        | 75/268037             | 02-Apr-1997          | 2149339                | 07-Apr-1998          | Slab Masters<br>U.S., LLC                           |

| HELITECH                      | 75/473154 | 23-Apr-1998          | 2301603 | 21-Dec-1999 | Slab Masters U.S., LLC |
|-------------------------------|-----------|----------------------|---------|-------------|------------------------|
| DON'T REPLACE IT! RAISE IT! & | 78/266959 | 25-Jun-2003          | 2862800 | 13-Jul-2004 | Slab Masters           |
| Design                        |           |                      |         |             | U.S., LLC              |
| QUICK & FREE OF MESS &        | 78/266963 | 25-Jun-2003          | 2860261 | 06-Jul-2004 | Slab Masters           |
| Design                        |           |                      |         |             | U.S., LLC              |
| HELITECH and Design           | 78/939027 | 27-Ju <b>l</b> -2006 | 3242451 | 15-May-2007 | Slab Masters           |
| _                             |           |                      |         |             | U.S., LLC              |
| HEAL YOUR HOME WITH           | 77/433508 | 27-Mar-2008          | 3520391 | 21-Oct-2008 | Slab Masters           |
| HELITECH                      |           |                      |         |             | U.S., LLC              |
| PROTECT YOUR GREATEST         | 77/459730 | 28-Apr-2008          | 3520526 | 21-Oct-2008 | Slab Masters           |
| ASSET YOUR HOME               |           |                      |         |             | U.S., LLC              |
| ACCUTRAX                      | 97095488  | 27-Oct-2021          | 7263010 | 02-Jan-2024 | Slab Masters           |
|                               |           |                      |         |             | U.S., LLC              |

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None.

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**RECORDED: 03/05/2024**