

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM115776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The ChemPetitive Group LLC		03/22/2024	Limited Liability Company: ILLINOIS
Toolhouse, LLC		03/22/2024	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85256462	TOOLHOUSE	
Serial Number:	87224138	CG LIFE	
Serial Number:	86010484	THE MARKET ELEMENT ME	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	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:	03/22/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of March 22, 2024, by The ChemPetitive Group LLC, an Illinois limited liability company, and Toolhouse, LLC, a Washington limited liability company (each a “**Grantor**” and collectively the “**Grantors**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent (as defined in the Credit Agreement referenced below) for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers party thereto, the financial institutions party thereto from time to time as Lenders and Grantee have entered into 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**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by each Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

Grant and Reaffirmation of Grant of Security Interests. Subject to the limitations contained in Section 3 of this Agreement, to secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein

collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all products and proceeds of the foregoing, including without limitation, any claim by any such Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral, and the security interest granted therein in the Guarantee and Collateral Agreement or in this Agreement, shall not include any “intent-to-use” trademark application that constitutes Excluded Property for so long as such “intent-to-use” trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

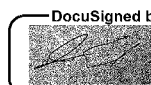
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

THE CHEMPETITIVE GROUP LLC, an
Illinois limited liability company

By: 
Name: Jon Tomberlin
Title: Vice Chairman and Secretary

TOOLHOUSE, LLC, a Washington limited
liability company

By: 
Name: Jon Tomberlin
Title: Vice Chairman and Secretary

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Kimberly Trick (Mar 20, 2024 08:38 CDT)
Name: Kimberly Trick
Title: Managing Director

Schedule A

U.S. Trademark Registrations

Mark	Applica tion No.	Applica tion Date	Registra tion No.	Registrati on Date	Status of Mark	Owner/ Applicant
TOOLHOUSE	852564 62	03- MAR- 2011	409002 6	01/24/20 12	Active	Toolhouse, LLC
CG LIFE	872241 38	02- NOV- 2016	5313411	10/17/201 7	Active	The ChemPetitive Group LLC
THE MARKET ELEMENT ME	860104 84	15-JUL- 2013	4530955	05/13/201 4	Active	The ChemPetitive Group LLC

U.S. Trademark Applications

N/A.

[Signature Page to Trademark Security Agreement]

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