

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI135560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ventek Solutions LLC		04/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Black Diamond Commercial Finance, L.L.C.		
Street Address:	2187 Atlantic Street, 9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3489122	TRANSGUARD	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Spainhour		
SIGNATURE:	Shannon Spainhour		
DATE SIGNED:	04/01/2024		
Total Attachments: 5			
source=Project Phoenix - Short Form 2L IP Security Agreement [Executed] #page1.tif			
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SHORT FORM
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 1st day of April, 2024 by VENTEK SOLUTIONS LLC, a Delaware limited liability company (the "Grantor"), in favor of BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as the administrative agent under the Second Lien Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Second Lien Credit Agreement, dated as of April 1, 2024, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender"), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Second Lien Credit Agreement").

WHEREAS, in connection with the Second Lien Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Second Lien Pledge and Security Agreement, dated as of April 1, 2024 (the "Second Lien Intellectual Property Security Agreement"), whereby Grantor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined; and

WHEREAS, in connection with the Second Lien Intellectual Property Security Agreement, this Agreement is being executed and delivered by the Grantor for purposes of recordation with the USCO and the USPTO (as each term is hereinafter defined), as appropriate, to evidence the security interest of the Administrative Agent, on behalf of the Lenders, in the Collateral.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Intellectual Property Security Agreement or, if not defined therein, in the Second Lien Credit Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of the Grantor's now existing and hereafter acquired or arising right, title and interest in, to and under (a) all Copyrights, Patents, Trademarks and IP Licenses including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified) and (b) all accessions to, substitutions for and replacements, proceeds (including, without limitation, cash proceeds, noncash proceeds and Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and

other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing; to secure the prompt and complete payment and performance of the Secured Obligations; provided, however, that Collateral shall not include any Excluded Property; and provided, further, that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after such date to constitute Collateral.

“Copyright” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to copyrights and all mask works, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith.

“IP License” means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property.

“Patent” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor.

“Trademark” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Grantor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Grantor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

3. Second Lien Intellectual Property Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Intellectual Property Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions

of the Effective Date Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, as applicable. In the event of any conflict between the terms of the Effective Date Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, as applicable and this Agreement, the terms of the Effective Date Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, as applicable shall govern and control.

5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

6. Jury Trial Waiver. THE GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Short Form Intellectual Property Security Agreement as of the date first set forth above.

VENTEK SOLUTIONS LLC

By: _____

Name: Sam Farahnak

Title: Co-Vice President

SCHEDULE 1

Patents:

Patent	Jurisdiction	Application Number	Application Date	Patent Number	Issue Date	Applicant / Assignee
Custom Molded Container for Land Vehicle	US	17/077,714	10/22/2020	11,414,018	08/16/2022	VENTEK SOLUTIONS LLC
Custom Molded Container for Land Vehicle	US	29/724,524	02/17/2020	D924,784	07/13/2021	VENTEK SOLUTIONS LLC
Sound Reducing Shroud	US	15/583,260	05/01/2017	10,418,014	09/17/2019	VENTEK SOLUTIONS LLC
Support for Shower Pan or Tub	US	13/616,192	09/14/2012	9,179,807	11/10/2015	VENTEK SOLUTIONS LLC
System for Part Assembly Verification and Shipping Container Labelling System	US	15/219,564	07/26/2016	10,846,784	11/24/2020	VENTEK SOLUTIONS LLC

Trademarks:

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Applicant / Assignee
TRANSGUARD	US	76595353	Jun. 03, 2004	3489122	Aug. 19, 2008	VENTEK SOLUTIONS LLC