

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI151694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affival S.A.S.		04/08/2024	Société Par Actions Simplifiée (Sas): FRANCE
RECEIVING PARTY DATA			
Company Name:	Guggenheim Credit Services, LLC		
Street Address:	330 Madison Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1305582	AFFIVAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Mitchell Garrett		
SIGNATURE:	Mitchell Garrett		
DATE SIGNED:	04/08/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made on April 8, 2024, by and among **AFFIVAL S.A.S.**, a limited liability company (société par actions simplifiée) incorporated under the laws of France (the “Grantor”), and **GUGGENHEIM CREDIT SERVICES, LLC**, a Delaware limited liability company (“GCS”), as collateral agent for each of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Lenders identified on the signature pages thereto, GCS, as Administrative Agent and Collateral Agent, **OPTA GROUP LP**, a Delaware limited partnership (“Holdings”), as a Guarantor, **OPTA INC.**, a Canadian corporation (“Opta Inc.”), **OPTA (USA) INC.**, a Michigan corporation (“Opta USA”), **AFFIVAL, INC.**, a Delaware corporation (“AFFIVAL”) and **OPTA US HOLDINGS INC.**, a Delaware corporation (“Opta Finco”) and, together with AFFIVAL, Opta USA and Opta Inc., collectively, the “Borrowers”), and certain Subsidiaries of Holdings as Guarantors, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, certain Collateral Documents (including the French Transaction Security Documents); and

WHEREAS, pursuant to the Collateral Documents, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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 are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Security Agreement (as defined in the Credit Agreement) (the “Security Agreement”) or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this

Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. COLLATERAL DOCUMENTS. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Collateral Documents. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the applicable Collateral Documents, the applicable Collateral Documents shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

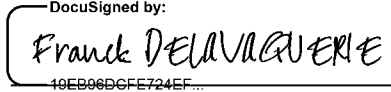
7. APPLICABLE LAW; CONSENT TO JURISDICTION; AND WAIVER OF JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL WAIVER SET FORTH IN SECTION 10.14, SECTION 10.15 AND SECTION 10.16, RESPECTIVELY, OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS.*

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AFFIVAL S.A.S.

By: 
Name: Franck Delavaquerie
Title: Managing Director

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED
BY:


GUGGENHEIM CREDIT SERVICES,
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**

**GUGGENHEIM CREDIT SERVICES,
LLC, a Delaware limited liability company**

By: 

Name: Kathleen M. Amaro

Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008392 FRAME: 0545**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NO.</u>	<u>TRADEMARK</u>
Affival S.A.S.	4127323	79086989	AFFIVAL
Affival S.A.S.	1305582	73409103	AFFIVAL
Affival S.A.S.	3995817	79083715	PAPCAL