# CH \$115.00.00 90813

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI163625

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

### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                            |
|--|----------|----------------|--|
| WILLOWWOOD XTREMITY<br>ACQUISITION HOLDINGS<br>LLC |          | 04/11/2024     | Limited Liability Company:<br>DELAWARE |

### **RECEIVING PARTY DATA**

| Company Name:   | APOGEM CAPITAL LLC, as Agent        |  |  |
|-----------------|-------------------------------------|--|--|
| Street Address: | 227 West Monroe Street, Suite 5400  |  |  |
| City:           | Chicago                             |  |  |
| State/Country:  | ILLINOIS                            |  |  |
| Postal Code:    | 60606                               |  |  |
| Entity Type:    | Limited Liability Company: DELAWARE |  |  |

### **PROPERTY NUMBERS Total: 4**

| Property Type  | Number   | Word Mark  |
|----------------|----------|------------|
| Serial Number: | 90813699 | XTREMITYTT |
| Serial Number: | 90813694 | XTREMITYTT |
| Serial Number: | 97838710 | XTREMITY   |
| Serial Number: | 97838738 | XTREMITY   |

### **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:       | 04/12/2024    |

**Total Attachments: 5** 

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TRADEMARK REEL: 008397 FRAME: 0918

900847483

source=Apogem-Project Stoke-Trademark Security Agreement-Xtremity (Executed)#page2.tif source=Apogem-Project Stoke-Trademark Security Agreement-Xtremity (Executed)#page3.tif source=Apogem-Project Stoke-Trademark Security Agreement-Xtremity (Executed)#page4.tif source=Apogem-Project Stoke-Trademark Security Agreement-Xtremity (Executed)#page5.tif

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of April 11, 2024 by WILLOWWOOD XTREMITY ACQUISITION HOLDINGS LLC, a Delaware limited liability company ("Grantor"), in favor of APOGEM CAPITAL LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

### WITNESSETH

WHEREAS, Grantor is party to that certain Joinder to Credit Agreement and Fee Letter, dated as of the date hereof, pursuant to which Grantor is joined as a Borrower to that certain Credit Agreement, dated as of December 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WillowWood Holdings, Inc., a Delaware corporation ("WillowWood"), the other Loan Parties party thereto (together with WillowWood and each other Person who becomes a borrower thereunder by execution of a joinder agreement or similar acknowledgement thereto with the consent of Agent, collectively the "Borrowers"), the financial institutions party thereto from time to time as Lenders and Grantee, 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, Borrowers (collectively, the "Loans")

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 2, 2021, by and among Grantee, Holdings, WillowWood and the other Persons party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to which Grantor is joined as a party pursuant to that certain Joinder to Guarantee and Collateral Agreement, dated as of the date hereof, Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement), 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, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement.</u>
  The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, 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. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Secured Obligations, 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 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:

- (i) each Trademark listed on <u>Schedule A</u> 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
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by 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. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" Trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.
- 4. <u>Governing Law.</u> This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.
  - Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

# WILLOWWOOD XTREMITY ACQUISITION HOLDINGS LLC,

a Delaware limited liability company

By: Scott Ames

Name: Scott G. Ames Its: Secretary

Agreed and Accepted As of the Date First Written Above:

APOGEM CAPITAL LLC,

as Agent

By: Curtis Krumreich

Title: Director

## **SCHEDULE A**

# **Trademark Registrations & Applications**

| Mark            | Application<br>Number | Application<br>Date | Registration<br>Number | Registration<br>Date |
|-----------------|-----------------------|---------------------|------------------------|----------------------|
|                 | 90813699              | 07/06/2021          | 7,151,675              | 08/29/2023           |
| XTREMITYTT      |                       |                     |                        |                      |
|                 | 90813694              | 07/06/2021          | 7,296,461              | 02/06/2024           |
|                 |                       |                     |                        |                      |
| % xtremity#     |                       |                     |                        |                      |
| ⊗ xcienticy#    |                       |                     |                        |                      |
|                 |                       |                     |                        |                      |
|                 | 05000510              | 00/44/0000          | 77/4                   | 27/4                 |
|                 | 97838710              | 03/14/2023          | N/A                    | N/A                  |
| <b>XTREMITY</b> |                       |                     |                        |                      |
|                 | 97838738              | 03/14/2023          | N/A                    | N/A                  |
|                 |                       |                     |                        |                      |
| XX xtremity     |                       |                     |                        |                      |
| \(\infty\)      |                       |                     |                        |                      |

**RECORDED: 04/12/2024**