88975778

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI210419

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KOVA PRODUCTS, INC.		05/03/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	ALTER DOMUS (US) LLC	
Street Address:	225 WEST WASHINGTON ST., 9TH 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:	88975778	KOVA
Serial Number:	88975782	KOVA
Registration Number:	7355737	KOVA

CORRESPONDENCE DATA

Fax Number: 2028878242

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: 2028874000

Email: mbeyene@akingump.com,DC_IPDocketing@akingump.com

Correspondent Name: Mussie B Beyene

AKIN GUMP STRAUSS HAUER & FELD LLP Address Line 1:

Address Line 2: 2001 K Street N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	696427.0002
NAME OF SUBMITTER:	MUSSIE BEYENE
SIGNATURE:	MUSSIE BEYENE
DATE SIGNED:	05/03/2024

Total Attachments: 4

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REFERENCE IS MADE TO THE AMENDED AND RESTATED INTERCREDITOR AGREEMENT, DATED AS OF MAY 3, 2024, BETWEEN ALTER DOMUS (US) LLC, AS PRIORITY LIEN AGENT (AS DEFINED THEREIN), ODYSSEY REINSURANCE COMPANY, AS ODYSSEY SECOND LIEN AGENT (AS DEFINED THEREIN) AND MRB ENTERPRISES LLC, AS MRB SECOND LIEN AGENT (AS DEFINED THEREIN) (THE "A&R INTERCREDITOR AGREEMENT"). EACH HOLDER OF ANY SECOND LIEN OBLIGATIONS (AS DEFINED IN THE A&R INTERCREDITOR AGREEMENT) (I) CONSENTS TO THE SUBORDINATION OF LIENS AS PROVIDED FOR IN THE A&R INTERCREDITOR AGREEMENT, (II) AGREES THAT IT WILL BE BOUND BY, AND WILL TAKE NO ACTIONS CONTRARY TO, THE PROVISIONS OF THE A&R INTERCREDITOR AGREEMENT AND (III) AUTHORIZES AND INSTRUCTS THE SECOND LIEN AGENTS ON BEHALF OF EACH SECOND LIEN SECURED PARTY (EACH TERM AS DEFINED THEREIN) TO ENTER INTO THE A&R INTERCREDITOR AGREEMENT AS SECOND LIEN AGENTS ON BEHALF OF THE APPLICABLE SECOND LIEN SECURED PARTIES. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE PRIORITY CREDIT AGREEMENT (AS DEFINED IN THE A&R INTERCREDITOR AGREEMENT) TO EXTEND CREDIT TO ONX AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE A&R INTERCREDITOR AGREEMENT.

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

May 3, 2024 United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to the Guaranty and Collateral Agreement, dated as of December 4, 2023 (as the same may be amended, modified, restated or supplemented from time to time, the "<u>Agreement</u>"), among the undersigned and each of the other Grantors from time to time party thereto (each, a "<u>Grantor</u>" and, collectively, the "Grantors") and Alter Domus (US) LLC, as collateral agent for the Secured Parties referenced therein (in such capacity, together with any successor, the "<u>Collateral Agent</u>"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on <u>Schedule 1</u> attached hereto to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Agreement).

The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

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Each of the parties hereto has caused a counterpart of this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

GRANTOR:

KOVA PRODUCTS, INC.

By:___Alejandro Castro

Name: Alejandro Castro

Title: Chief Financial Officer

Notice of Grant of Security Interest in Trademarks – KOVA Products

Acknowledged and Accepted:

COLLATERAL AGENT:

ALTER DOMUS (US) LLC,

as Collateral Agent

By:

Name: Matthew Trybula
Title: Associate Counsel

[Trademark IP Security Agreement – KOVA Products]

Schedule 1

Title	Application No.	Registration No.	Registration Date	Status	Owner	Next Renewal Date
KOVA	88805633	7,355,737	04/09/2024	Registered	KOVA PRODUCTS, INC.	04/9/2034
KOVA	88975778	N/A		Pending	KOVA PRODUCTS, INC.	N/A
KOVA (stylized)	88975782	N/A		Pending	KOVA PRODUCTS, INC.	N/A

RECORDED: 05/03/2024