

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1222318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAF INDUSTRIES LLC		05/08/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	APOGEM CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	227 W. Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3122419	PRO-SHINE	
Registration Number:	3047952	RED CHERRY SUDS	
Registration Number:	2816891	BLUE ICE	
Registration Number:	2235798	GREEN NITRO	
Registration Number:	2198400	EXPRESSO	
Registration Number:	1902306	APC AUTOBODY PRODUCTS CORPORATION	
Registration Number:	1876240	APC	
Registration Number:	1712938	PROGOLD	
Registration Number:	1587365	DUZ-ALL	
Registration Number:	1004570	CAR BEAUTY PRO THE PROFESSIONAL WAY	
Registration Number:	1004569	PRO	
Registration Number:	966346	ONE-SHOT	
Registration Number:	965312	FAST CUT	
Registration Number:	959617	TROUBLESHOOTER	
Registration Number:	924931	PRO	
Registration Number:	934285	PRO	
Registration Number:	923395	BURFORD'S	
CORRESPONDENCE DATA			

OP \$440.00.00 76627229

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.430
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	Nancy Brougher
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DATE SIGNED:	05/09/2024
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of May 8, 2024, by **BAF INDUSTRIES LLC**, a California limited liability company ("Grantor"), in favor of **APOGEM CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantee and DETAILED TECHNOLOGY OPCO LLC, a Delaware limited liability company, ("Administrative Borrower") are parties to that certain Credit and Guaranty Agreement dated as of April 29, 2022 (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Administrative Borrower, DETAILED TECHNOLOGY HOLDINGS LLC, a Delaware limited liability company, 3D DETAILED TECHNOLOGY CORPORATION, a Delaware corporation ("Junior Holdings" and together with Administrative Borrower, collectively, "Borrowers" and each individually, "Borrower"), SAM BROWN SALES, LLC, a Delaware limited liability company, the financial institutions from time to time party thereto, as lenders (the "Lenders"), and Grantee, as Administrative Agent for the Lenders, providing for extension of credit to be made to Borrowers by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), in the United States Patent and Trademark Office (the "USPTO") and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge 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. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents 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 (excluding all Excluded Collateral (as defined in the Security and Pledge Agreement)) being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 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 Trademark; excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

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

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1(c) of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. [Reserved].

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.14 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

8. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GRANTOR:

BAF INDUSTRIES LLC, a California limited liability company

By: *Constantine P. Elefter*

Name: Constantine Elefter

Title: Vice President, Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

APOGEM CAPITAL LLC, as Administrative Agent

By: 

Name: Zaeem Haroon

Title: Vice President

Schedule 1

Trademarks

Title/Mark	Country	Serial No	Application or Registration Date	Registration No	Current Owner
PRO-SHINE	USA	76627229	08/01/06	3122419	BAF Industries LLC
RED CHERRY SUDS	USA	76611692	01/24/06	3047952	BAF Industries LLC
BLUE ICE	USA	76510967	02/24/04	2816891	BAF Industries LLC
GREEN NITRO	USA	75401470	03/30/99	2235798	BAF Industries LLC
EXPRESSO	USA	75369683	10/20/98	2198400	BAF Industries LLC
APC AUTOBODY PRODUCTS CORPORATION	USA	74533868	07/04/95	1902306	BAF Industries LLC
APC	USA	74408253	01/31/95	1876240	BAF Industries LLC
PROGOLD	USA	74167244	09/08/92	1712938	BAF Industries LLC
DUZ-ALL	USA	73806379	03/20/90	1587365	BAF Industries LLC
CAR BEAUTY PRO THE PROFESSIONAL WAY	USA	72464260	02/11/75	1004570	BAF Industries LLC
PRO	USA	72464259	02/11/75	1004569	BAF Industries LLC
ONE-SHOT	USA	72410593	08/21/73	0966346	BAF Industries LLC
FAST CUT	USA	72410587	07/31/73	0965312	BAF Industries LLC
TROUBLESHOOTER	USA	72399972	05/29/73	0959617	BAF Industries LLC
PRO	USA	72350353	12/07/71	0924931	BAF Industries LLC
PRO	USA	72350352	05/23/72	0934285	BAF Industries LLC
BURFORD'S	USA	72325641	11/09/71	0923395	BAF Industries LLC

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 20___ by **BAF INDUSTRIES LLC**, a California limited liability company ("Grantor"), in favor of **APOGEM CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, "Grantee"):

WITNESSETH:

WHEREAS, Grantee and DETAILED TECHNOLOGY OPCO LLC, a Delaware limited liability company, ("Administrative Borrower") are parties to that certain Credit and Guaranty Agreement dated as of April 29, 2022 (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Administrative Borrower, DETAILED TECHNOLOGY HOLDINGS LLC, a Delaware limited liability company, 3D DETAILED TECHNOLOGY CORPORATION, a Delaware corporation ("Junior Holdings" and together with Administrative Borrower, collectively, "Borrowers" and each individually, "Borrower") , SAM BROWN SALES, LLC, a Delaware limited liability company, the financial institutions from time to time party thereto, as lenders (the "Lenders"), and Grantee, as Administrative Agent for the Lenders, providing for extension of credit to be made to Borrowers by the Lenders;

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of May 8, 2024 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the "New Trademarks"), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

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, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security

Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. [Reserved].

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), AND 12.15 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

BAF INDUSTRIES LLC, a California limited liability company

By: _____

Name: _____

Title: _____

Agreed and Accepted As of the Date First Written
Above

GRANTEE:

APOGEM CAPITAL LLC, as Administrative Agent

By: _____

Name: _____

Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services