508239290 11/20/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8286479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AMERICO MANUFACTURING CO., LLC	11/17/2023
HDK INDUSTRIES, INC.	11/17/2023

RECEIVING PARTY DATA

Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC
Street Address:	1271 AVENUE OF THE AMERICAS
Internal Address:	22ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10020

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	9303340
Patent Number:	11484185
Patent Number:	10279290
Application Number:	17540456

CORRESPONDENCE DATA

Fax Number:

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: 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:	YOOSON SANDY LEE
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	11/20/2023

Total Attachments: 8

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of November 17, 2023 (the "Effective Date") between each of the signatories hereto (collectively, the "Grantors") in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 17, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

- Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):
- (a) All United States copyrights, whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule** 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").
- (b) All agreements, licenses and covenants providing for the granting of any right in or to Copyrights or otherwise providing for a covenant not to sue (whether the applicable Grantor is licensee or licensor thereunder) regarding a Copyright, including, but not limited to, the exclusive licenses referred to in **Schedule 1** hereto (collectively, the "**Copyright Licenses**").
- (c) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and

future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

- (d) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, 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 law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").
- (e) All common law and statutory trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any trade secret and to enjoin or collect damages for the actual or threatened misappropriation of any trade secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets").
- **Section 2.** Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
- Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- **Section 4. Governing Law**. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.
- Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

AMERICO MANUFACTURING CO., LLC,

as a Grantor

DocuSigned by:

Name: Michael Rush Title: Vice President

HDK INDUSTRIES, INC.,

as a Grantor

DocuSigned by:

By: Michael Rush
Name: Michael Rush

Title: President

[Signature Page to Intellectual Property Security Agreement]

WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent

Name: Richard Siegel

Title: Authorized Signatory

REEL: 065620 FRAME: 0582

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None.

2. Patents

Company	Country	<u>Patent</u>	Application or Registration No.	Filing Date	Registration Date
Americo Manufacturing Co., LLC	U.S.	Process for creating a variable density, high loft, non-woven web structure	US-9303340-B2	07/08/2013	04/05/2016
Americo Manufacturing Co., LLC	U.S.	Disposable dusting cloth and method of manufacture	US-11484185-B2	02/22/2019	11/01/2022
HDK Industries, Inc.	U.S.	Apparatus and method for filtration efficiency improvements in fibrous filter media	US-10279290-B2	05/14/2015	05/07/2019
HDK Industries, Inc.	Canada	Apparatus and method for filtration efficiency improvements in fibrous filter media	CA-2927857-C	05/14/2015	12/06/2022
HDK Industries, Inc.	Mexico	Apparatus and method for filtration efficiency improvements in fibrous filter media	MX365337B	05/14/2015	05/30/2019
HDK Industries, Inc., Fiber Innovation Technology, Inc.	U.S.	Splittable chargeable fiber, split multicomponent fiber, a split multicomponent fiber with a durable charge, nonwoven fabric, filter, and yarn containing, and manufacturing processes therefor	US-17/540456	12/02/2021	

HDK Industries, Inc., Fiber Innovation Technology, Inc.	Canada	Splittable chargeable fiber, split multicomponent fiber, a split multicomponent fiber with a durable charge, nonwoven fabric, filter, and yarn containing, and manufacturing processes therefor	CA3141239A	12/02/2021	
HDK Industries, Inc., Fiber Innovation Technology, Inc.	EP	Splittable chargeable fiber, split multicomponent fiber, a split multicomponent fiber with a durable charge, nonwoven fabric, filter, and yarn containing, and manufacturing processes therefor	EP-4144901-A3	12/02/2021	

3. Trademarks

Company	Country	<u>Trademark</u>	Application or Registration No.	Filing Date	Registration Date
Americo Manufacturing Co., Inc.	Australia	GLIT	465837	05/11/1987	05/26/1987
Americo Manufacturing Co., LLC	Canada	Glit	TMA352512	02/25/1986	03/03/1989
Americo Manufacturing Co., LLC	Canada	GLIT	TMA404719	09/30/1987	11/13/1992
Americo Manufacturing Co., LLC	China Mainland	AMERICO (Chinese Letters) 亚美科	5494105	06/14/2006	07/21/2006
Americo Manufacturing Co., LLC	China Mainland	TRAPEZE	30714086	05/07/2018	05/07/2018
Americo Manufacturing Co., LLC	China Mainland	AMERICO (Chinese Letters)	5385922	05/30/2006	07/28/2009
Americo Manufacturing Co., Inc.	European Union	Americo	002577211	02/08/2002	07/01/2004
Americo Manufacturing Co., LLC	European Union	TrapEze	017893699	05/01/2018	09/06/2018
Americo Manufacturing Co., LLC	United Kingdom	Americo	UK00902577211	02/8/2002	01/07/2004
Americo Manufacturing Co., LLC	United Kingdom	TrapEze	UK00917893699	05/01/2018	09/06/2018

Americo Manufacturing	Germany	GLIT	E302013020576	03/05/2013	06/05/2013
Co., Inc. Americo Manufacturing Co., Inc.	New Zealand	GLIT	194871	07/21/1989	7/26/1995
Americo Manufacturing Co., LLC	United Kingdom	GLIT	UK00001262129	03/7/1986	03/07/1986
Americo Manufacturing Co., Inc.	U.S.	GLIT	1488049	05/11/1987	05/17/1988
Americo Manufacturing Company, LLC, Aka Americo Manufacturing Company, Inc.	U.S.	ANOTHER ONE BITES THE DUST	5705140	04/30/2018	03/19/2019
Americo Manufacturing Co., Inc.	U.S.	FULL CYCLE	4702545	03/05/2014	03/17/2015
Americo Manufacturing Co., Inc.	U.S.		4702544	03/05/2014	03/17/2015
Americo Manufacturing Co. Inc., Aka Americo Manufacturing Co., LLC	U.S.	BUCKAROO	1505971	12/23/1987	09/27/1988
Americo Manufacturing Co., LLC	U.S.	Traptie	5704361	11/06/2017	03/19/2019
Americo Manufacturing Co., LLC	U.S.	TRAPEZE	5531964	11/06/2017	07/31/2018
Americo Manufacturing Company, Inc.	U.S.	AMERICO	1109412	06/30/1977	12/19/1978
Americo Manufacturing Company, Inc.	U.S.	americo 🕷	5339284	04/21/2017	11/21/2017

4. Exclusive Copyright Licenses

None.

PATENT REEL: 065620 FRAME: 0585

RECORDED: 11/20/2023