

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1806442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PNC BANK, NATIONAL ASSOCIATION, AS AGENT	01/31/2025
RECEIVING PARTY DATA	
Company Name:	BANCFIRST
Street Address:	7625 E. 51st Street
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74145
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D798792
Patent Number:	D629687
Patent Number:	D682503
Patent Number:	D799404
Patent Number:	D799405
Patent Number:	D761185
Patent Number:	D603574
Patent Number:	D799403
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:	9185929839
Email:	mariam.hannon@crowedunlevy.com
Correspondent Name:	Marium Hannon
Address Line 1:	C/O Crowe Dunlevy
Address Line 2:	222 North Detroit Avenue, Suite 600
Address Line 4:	TULSA, OKLAHOMA 74120
NAME OF SUBMITTER:	Marium Hannon
SIGNATURE:	/Marium Hannon/
DATE SIGNED:	02/06/2025

PATENT

Total Attachments: 24

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**ASSIGNMENT AND ACCEPTANCE
AND
AGREEMENT REGARDING AGENCY RESIGNATION,
APPOINTMENT AND ACCEPTANCE**

This Assignment and Acceptance and Agreement Regarding Agency Resignation, Appointment and Acceptance (this "**Agreement**") is entered into as of January 31, 2025 by and between the Assignor named on the signature pages hereto, the Assignee and Successor Agent named on the signature pages hereto, the Credit Parties named on the signature pages hereto, and the Retiring Agent named on the signature pages hereto. Reference is made to that certain Revolving Credit, Term Loan and Security Agreement dated as of November 30, 2023 (as amended, restated, supplemented or otherwise modified to date, the "**Loan Agreement**") by and among Kruger Family Industries, LLC, a limited liability company organized under the Laws of the State of Oklahoma ("**Holdings**"), Penda Corporation, a corporation organized under the Laws of the State of Delaware ("**Penda**"), Trienda Holdings, L.L.C., a limited liability company organized under the Laws of the State of Oklahoma ("**Trienda**"; each of Penda and Trienda individually a "**Borrower**" and collectively "**Borrowers**"), the other Credit Parties party thereto, the lenders from time to time party thereto as "Lenders", and PNC Bank, National Association ("**PNC**"), as agent for such Lenders (in such capacity, "**Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

SECTION A. ASSIGNMENT AND ACCEPTANCE

PNC, in its capacity as the sole Lender under the Loan Agreement ("**Assignor**"), and BancFirst ("**BancFirst**", and in its capacity as purchaser and assignee under this Section A, "**Assignee**"), agree as follows:

1. Assignor hereby grants, bargains, sells, conveys, assigns, transfers and sets over to Assignee, without recourse, representation or warranty (except as expressly provided herein), and Assignee hereby purchases and assumes from Assignor on the Effective Date (as defined below), its interest as set forth in Exhibit A attached hereto (the "**Assigned Interest**") in and to (i) all of Assignor's right, title and interest with respect to the Revolving Commitment and the outstanding Revolving Advances and Swing Loans, which is set forth in Exhibit A, and (ii) all of Assignor's rights and obligations under the Loan Agreement and any Other Document (including, without limitation, (A) the Revolving Commitment and the outstanding principal amount of the Revolving Advances and the Swing Loans made by Assignor and assigned to Assignee hereunder, (B) the obligations owing by each Credit Party under the Loan Agreement and the Other Documents and (C) the documents identified on Schedule 1 to Exhibit A), provided, however, the Assigned Interest does not include (x) all rights of the Assignor as a Lender that expressly survive termination of the Credit Agreement, (y) any rights that Assignor may have against its own agents, counsel or other professionals arising under or related to the Loan Agreement and Other Documents, the administration of the Loans, or any action or omission in connection therewith (but expressly excluding Assignee and each of Assignee's agents, counsel or other professionals), and (z) all internal books and records of the Assignor, including but not limited to all underwriting memoranda, internal memoranda, internal correspondence, internal electronic mail, and correspondence with third parties, including

counsel ((x) through (z), collectively, the "**Retained Interests**"). The Assigned Interest in the Revolving Commitment is set forth in Exhibit A.

2. Assignor (i) represents and warrants as of the date hereof that the Revolving Commitment and the outstanding principal amount of the Revolving Advances and the Swing Loans owned by Assignor is set forth in Exhibit A; (ii) represents and warrants that there are no outstanding Letters of Credit or Letter of Credit Applications and no Lender will issue a Letter of Credit on or before the Effective Date; (iii) represents and warrants that it is the legal and beneficial owner of the interest it is assigning hereunder, which interest is free and clear of all liens and encumbrances, and that it has not previously endorsed or otherwise assigned any portion of the Assigned Interest to or in favor of any third party; (iv) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made by or in connection with the Loan Agreement or any Other Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any Other Document, or any other instrument or document furnished pursuant thereto; and (v) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Credit Party or the performance or observance by any Credit Party of any of its obligations under the Loan Agreement, any Other Document or any other instrument or document furnished pursuant thereto.

3. Assignee represents and warrants that it has become a party hereto solely in reliance upon its own independent investigation of the financial and other circumstances surrounding the Credit Parties, the Collateral, the Revolving Commitment, the Revolving Advances, the Swing Loans, and all aspects of the transactions evidenced by or referred to in the Loan Agreement and the Other Documents, or has otherwise satisfied itself thereto, and that it is not relying upon any representation, warranty or statement (except any such representation, warranty or statement expressly set forth in this Agreement) of Assignor in connection with the assignments made under Section A of this Agreement. Assignee further acknowledges that Assignee will, independently and without reliance upon Agent or Assignor and based upon Assignee's review of such documents and information as Assignee deems appropriate at the time, make and continue to make its own credit decisions in entering into this Agreement and taking or not taking action under the Loan Agreement or the Other Documents. Assignor shall not have any duty or responsibility either initially or on a continuing basis to make any such investigation or any such appraisal on behalf of Assignee or to provide Assignee with any credit or other information with respect thereto, whether coming into its possession before the making of the initial extension of credit under the Loan Agreement or at any time or times thereafter.

4. Assignee represents and warrants to Assignor that it has experience and expertise in the making of loans such as the Advances or with respect to the other types of credit which may be extended under the Loan Agreement; that it has acquired its collective Assigned Interest for its own account and not with any intention of selling such interest; and that it has received, reviewed and approved copies of the Loan Agreement and the Other Documents.

5. Assignee represents and warrants that it is an "accredited investor" as defined in Rule 501 under the Securities Act. No interest in any of the Other Documents is being acquired by or on behalf of any Person that is, or at any time while the Other Documents are held thereby will be, one or more Benefit Plans (as hereafter defined). Benefit Plans" as used herein

shall mean "employee benefit plan" as defined in the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") that is subject to ERISA, a "plan" as defined in Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any Person whose assets include (or are deemed for purposes of ERISA or Section 4975 of the Code to include) the assets of any such "employee benefit plan" or "plan").

6. Assignee represents and warrants that neither the Assignee nor any of its affiliates, nor any of its or its affiliates' respective officers, directors, agents, partners, members, controlling entities and employees: (i) is a country individual or entity named on the Specifically Designated National and Blocked Persons (SDN) list issued by the Office of Foreign Asset Control of the Department of the Treasury of the United States of America; (ii) is a party to or is otherwise involved in any present or threatened litigation or is aware of Assignee's, any of Assignee's affiliates or any of Assignee's or its affiliates' respective officers', directors', partners', members', and controlling entities' involvement in any threatened litigation or other administrative or adversarial proceedings affecting the Bank or any of its affiliates; or (iii) is an "affiliate" of the Bank, as defined in Regulation W, 12 C.F.R. Section 223.2.

7. Assignor shall not be responsible to Assignee for the execution, effectiveness, accuracy, completeness, legal effect, genuineness, validity, enforceability, collectability or sufficiency of the Loan Agreement or any of the Other Documents or for any representations, warranties, recitals or statements made therein or in any written or oral statement or in any financial or other statements, instruments, reports, certificates or any other documents made or furnished or made available by Assignor to Assignee or by or on behalf of the Credit Parties to Assignor or Assignee in connection with the Loan Agreement and the Other Documents and the transactions contemplated thereby or for the financial condition or business affairs of the Credit Parties or any other Person liable for the payment of the Revolving Advances or the Swing Loans or payment of amounts owed in connection with the Revolving Commitment and other extensions of credit under the Loan Agreement or the value of the Collateral or any other matter. Assignor shall not be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in the Loan Agreement or any of the Other Documents or as to the use of the proceeds of the Revolving Advances, the Swing Loans, or other extensions of credit under the Loan Agreement or as to the existence or possible existence of any Event of Default or Default.

8. Each of Assignor and Assignee represents and warrants to the other party that it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement in accordance with the provisions set forth herein, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium or other similar laws affecting creditors' rights generally and by general equitable principles.

9. Each of Assignor and Assignee represents and warrants that the making and performance by it of this Agreement do not and will not violate any law or regulation of the jurisdiction of its incorporation or any other law or regulation applicable to it.

10. Each of Assignor and Assignee represents and warrants that all consents, licenses, approvals, authorizations, exemptions, registrations, filings, opinions and declarations from or with any agency, department, administrative authority, statutory corporation or judicial entity necessary for the validity or enforceability of its obligations under this Agreement have been obtained, and no governmental authorizations other than any already obtained are required in connection with its execution, delivery and performance of this Agreement.

11. Assignor does not make any representation or warranty and assumes no responsibility with respect to the operations, condition (financial or otherwise), business or assets of the Credit Parties or the performance or observance by the Credit Parties of any of their obligations under the Loan Agreement or any Other Document.

12. Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement and the Other Documents are required to be performed by it as a Lender.

13. Assignee confirms that it has received all documents and information it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement.

14. The effective date for Section A of this Agreement (the "**Effective Date**") shall be the date that is the latest of (a) the execution of this Agreement, (b) the date upon which all Obligations in respect of the Term Loans are "paid in full" (as defined in the Loan Agreement) and the Term Loan Commitment has terminated pursuant to the Mabrey Loan Transaction (as defined below), and (c) the date on which the Agent, on behalf of and for the benefit of the Assignors, has received the payment, in immediately available funds with respect to the Assigned Interest in a total amount equal to \$14,478,459.09 (the "**Assignment Amount**"), which amount represents the sum of (i) \$13,364,537.05, constituting the outstanding principal amount of the Assigned Interest as of the date hereof, plus (ii) \$3,661.52, constituting the amount of accrued but unpaid interest with respect to the Assigned Interest as of the date hereof, plus (iii) \$1,010,260.52, constituting fees and outstanding expenses payable under the Loan Agreement and the Other Documents as of the date hereof, plus (iv) \$25,000.00, constituting a reserve to be used by Retiring Agent to satisfy any Surviving Obligations (as defined below) or other obligations of any Credit Party to Retiring Agent and Assignor under this Agreement, the Loan Agreement, or the Other Documents (which, if not so used, shall be returned to Borrowers within ninety (90) days following the Effective Date) (the "**Reserve**") plus (v) \$75,000.00, constituting expenses payable under the Loan Agreement with respect to its legal counsel. For purposes of this Agreement, "Surviving Obligations" shall mean (i) obligations to Assignor under this Agreement, (ii) expense and indemnification obligations of any Credit Party under the Loan Agreement and the Other Documents, (iii) Cash Management Liabilities and (iv) other provisions that by their express terms survive the assignment of the Obligations. Notwithstanding any provision in this Agreement to the contrary, this Agreement will not become effective until after the closing of that certain Loan Agreement dated as of even date herewith by and among Trienda Real Estate LLC, a Wisconsin limited liability company, KFI Staffing, LLC, a Wisconsin limited liability company, and Trienda Holdings, L.L.C., an Oklahoma limited liability company, as borrowers, and Mabrey Bank, an Oklahoma banking corporation, as lender, pursuant to which the Term Loans will be paid in full and satisfied and the Term Loan Commitment will be terminated (the "**Mabrey Loan Transaction**").

The Assignment Amount shall be wired to the Agent, on behalf of and for the benefit of the Assignors, pursuant to the following wire instructions:

Bank Name: PNC Bank, N.A.
Bank Address: Two Tower Center Boulevard 21st Floor
East Brunswick, New Jersey 08816

ABA Number: 031207607
Swift: PNCCUS33
Beneficiary Name: PNC Business Credit
Beneficiary Account Number: 130769957830
Reference: Kruger Family Industries

15. Each of the parties hereto hereby waive the \$3,500 processing and recording fee required by Section 16.3(e) of the Loan Agreement.

16. As of the Effective Date (i) the Assignee shall have the rights and obligations under the Loan Agreement and the Other Documents as set forth therein and (ii) Assignor shall cease being a Lender under the Loan Agreement, no longer hold any portion of the Revolving Commitment, the Revolving Advances, or the Swing Loans, and Assignor shall relinquish its rights and be released from its obligations under the Loan Agreement and the Other Documents.

17. On or before the Effective Date, Assignor will (i) obtain the written consent of Mountain Plains Lending LLC to the assignment to Assignee of that certain Intercreditor Agreement by and between Assignor and Mountain Plains Lending LLC, dated July 19, 2024 and (ii) execute and deliver to and in favor of Assignee an Allonge Endorsement in form substantially similar to Exhibit B attached hereto with respect to the Revolving Credit Note and any Swing Loan Note. In addition, Assignee hereby acknowledges that, after the Effective Date, Assignor (i) will execute and record a Satisfaction of Mortgage, in form substantially similar to Exhibit C attached hereto, with respect to that certain Real Property Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing executed on November 30, 2023 in favor of Assignor relating to the Real Property located at N7660 Industrial Road, Portage, Wisconsin 53901 and (ii) will file a UCC-3 financing statement amendment that terminates that certain initial financing statement filed by Assignor against Trienda Real Estate LLC with the Wisconsin Department of Financial Institutions on November 30, 2023 as filing number 20231130000402-6, such UCC-3 amendment which shall be substantially similar to Exhibit D attached hereto. Assignor further agrees, upon the reasonable written request of Borrowers or Assignee, to take, at the expense of the Credit Parties (which estimated expenses shall be paid in advance of work performed), such additional actions and to execute and deliver such other documents and instruments as Borrowers or Assignee may reasonably request to effect the assignment and acceptance set forth in Section A of this Agreement, provided that, for the avoidance of doubt, Assignor shall not be required to deliver any internal books and records of the Assignor, including but not limited to any underwriting memoranda, internal memoranda, internal correspondence, internal electronic mail, and correspondence with third parties, including counsel. Notwithstanding anything else herein to the contrary, the parties hereto acknowledge and agree that the Surviving Obligations shall continue to constitute Obligations of the Credit Parties under the Loan Agreement in favor of Assignor after the Effective Date.

18. For purposes of clarification, after giving effect to the assignment and acceptance set forth in this Section A, (i) the Revolving Commitment, all Revolving Advances, and all Swing Loans shall be held by Assignee and (ii) Assignor not shall hold any portion of the Revolving Commitment, the Revolving Advances, or the Swing Loans.

**SECTION B. AGREEMENT REGARDING AGENCY RESIGNATION,
 APPOINTMENT AND ACCEPTANCE**

1. Agency Succession.

(a) Pursuant to Section 14.4 of the Loan Agreement and effective as of the Effective Date, (i) PNC hereby resigns as Agent under the Loan Agreement and the Other Documents (PNC, in such capacity as the resigning Agent, is referred to herein as "**Retiring Agent**"), (ii) BancFirst, as sole Lender (after giving effect to the assignment and acceptance set forth in Section A above), hereby appoints BancFirst as the successor-in-interest to the Retiring Agent as Agent under the Loan Agreement and the Other Documents (BancFirst, in such capacity as successor Agent, is referred to herein as "**Successor Agent**"), and (iii) Successor Agent accepts its appointment as successor Agent under the Loan Agreement and the Other Documents. Each Credit Party and Lender hereby agree that (i) Retiring Agent shall not have any further obligation to any Credit Party (including without limitation any obligation to extend credit to any Borrower) or Lender (except as set forth herein) in its capacity as the former Agent under the Loan Agreement and the Other Documents and each Credit Party hereby forever waives, relinquishes and releases any and all claims against Retiring Agent, its agents or employees, for any and all liabilities and obligations of any kind whatsoever, and (ii) Successor Agent, in its capacity as Successor Agent, shall have no liability for or with respect to any actions taken, or omitted to be taken, by Retiring Agent, regardless of when such action or omission occurred.

(b) In connection with the agency succession described in the foregoing subparagraph (a) above, without the need for any further action and effective as of the Effective Date, (i) Successor Agent shall succeed to and become vested with the rights, benefits, powers and duties of Retiring Agent under the Loan Agreement and the Other Documents as set forth in the Loan Agreement, the term "Agent" shall mean the Successor Agent, as Agent, and Retiring Agent assigns to Successor Agent all rights to fees payable to Retiring Agent after the Effective Date under the Loan Agreement and the Other Documents, (ii) Retiring Agent's appointment, powers and duties as "Agent" under the Loan Agreement and the Other Documents shall terminate without any other further act or deed on the part of Retiring Agent or any other party to the Loan Agreement, (iii) the provisions set forth in Article 14 of the Loan Agreement shall inure to Successor Agent's benefit, (iv) Retiring Agent and each Credit Party authorize Successor Agent (or any of its designees) to file any Uniform Commercial Code assignments or amendments that Successor Agent deems necessary or desirable to evidence Successor Agent's succession as "Agent" under the Loan Agreement and the Other Documents (including without limitation to reflect Successor Agent as the secured party, instead of Retiring Agent, on any and all existing Uniform Commercial Code financing statements listing any Credit Party as the debtor and Retiring Agent as the secured party), and Successor Agent agrees to file such Uniform Commercial Code assignments or amendments within 30 days of the date hereof, (v) Retiring Agent agrees (without representation, warranty, recourse or liability of any kind by

or to Retiring Agent), at the expense of the Credit Parties (which estimated expenses shall be paid in advance of work performed), to promptly deliver to Successor Agent any tangible personal Collateral, if any, securing the Obligations that is currently in the possession, custody or control of Retiring Agent (including, without limitation, stock certificates and notes), and (vi) Retiring Agent (without representation, warranty, recourse or liability of any kind by or to Retiring Agent) and the Borrowers agree, upon the reasonable written request of Successor Agent, to take, at the expense of the Credit Parties (which estimated expenses shall be paid in advance of work performed), such additional actions and to execute and deliver such other documents and instruments as Successor Agent may reasonably request to effect Successor Agent's succession as Agent under the Loan Agreement and the Other Documents (it being understood that Retiring Agent shall not, and shall not be required to, continue to service or administer the Revolving Commitment, the Revolving Advances, the Swing Loans, the Loan Agreement, or the Other Documents or advance any funds on behalf of Successor Agent, Lender or otherwise), including without limitation to assign to Successor Agent any and all Liens and security interests granted in favor of Retiring Agent to secure the Obligations, including to assign any and all Liens in respect of the Mexican Security Documents (it being understood that Retiring Agent shall not hold any Liens or security interest in trust or otherwise on behalf of Successor Agent and shall have no obligation or liability with respect to such Liens or security interest and shall not be required to take any action or follow any direction of Successor Agent with respect to any Liens or security interests) and will not terminate any Liens and security interests that secure the Obligations (except as expressly set forth herein) without the prior written consent of the Successor Agent.

2. Assignment of Liens. As a supplement to and in no way in limitation of the provisions of Paragraph 1 hereof, Retiring Agent, for itself and on behalf of the Lender, hereby assigns as of the Effective Date (without representation, warranty, recourse or liability of any kind by or to Retiring Agent or Lender (except as expressly provided herein)) any and all Liens and security interests in the Collateral to Successor Agent, for itself and on behalf of Lender. Notwithstanding anything herein to the contrary, all of such Liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed by each Credit Party. Without limiting the generality of the foregoing, any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the Liens and security interests assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such Liens and security interests, be deemed to constitute a reference to Successor Agent as successor-in-interest to Retiring Agent. Retiring Agent makes no representations or warranties as to the existence or priority of any Liens or security interests in the Collateral.

SECTION C. INDEMNITY

1. Successor Agent here agrees to indemnify Retiring Agent, Assignor, Lender and each of their respective Affiliates, employees, representatives, officers and directors (each an "**Assignor Indemnified Person**") upon demand against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from Assignor Indemnified Person's gross negligence, willful misconduct, or breach of this Agreement as determined by a final non-appealable judgment of a court of competent jurisdiction) that any Assignor Indemnified Person may suffer or incur in connection with the Loan Agreement or any Other Document on or after the Effective Date as the direct or indirect

result of any action taken or omitted to be taken by Successor Agent hereunder or thereunder. In addition to the foregoing, for and in consideration of Retiring Agent's and Assignor's agreements contained herein, (a) each Credit Party agrees to indemnify Retiring Agent, Assignor and each Issuer from, and to reimburse and pay, within three (3) days of demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees which any such Person may incur as a result of any non-payment, claim, refund or charge back of any checks or other items which have been credited by Retiring Agent to any Credit Party's loan account with Retiring Agent, together with all expenses and other charges incident thereto and (b) each Credit Party agrees to reimburse and pay, within three (3) days of demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees (i) which Retiring Agent may have incurred or may now or hereafter incur in connection with the transactions contemplated hereby which have not as yet been reflected in such Credit Party's loan account which such Credit Party is, or may be, required to bear pursuant to the Loan Agreement or the Other Documents, (ii) which Retiring Agent, Assignor or any Issuer may incur as a result of errors in calculation of any amounts due to any such Person by such Credit Party and (iii) any amounts that arise in respect of Surviving Obligations. Without limiting the generality of the foregoing, Retiring Agent may apply any amounts held in the Reserve for payment of any of the amounts due under the preceding sentence.

2. As provided in Sections 14.4 and 16.7 of the Loan Agreement, the provisions of Sections 2.2, 2.15(b), 2.16, 2.18, 2.19, 3.7, 3.8, 3.9, 3.10, 14.8, 16.5 and 16.9 and Article XIV, shall continue to inure to Resigning Agent's, Assignor's and Lender's, as applicable, benefit as to any actions taken or omitted to be taken by such Person while it was the Agent or a Lender under the Loan Agreement and the Other Documents. Without limiting the foregoing, nothing in this Agreement shall be deemed a termination of the protective provisions and indemnities (collectively, the "**Protective Provisions**") of the Loan Agreement or any Other Document (including, without limitation as set forth in Sections 14.4 and 16.7), which provisions shall continue in effect for the benefit of the Resigning Agent, Assignor, Lender, and the other "Releasees" (as defined below) in respect of any actions taken or omitted to be taken by any of them while such Person was acting as the Agent or a Lender. The parties hereto hereby agree that the Protective Provisions shall apply to all actions taken by the Resigning Agent, Assignor or Lender under or in connection with this Agreement, whether taken before, on or after the date hereof.

SECTION D. RELEASE

1. In consideration of the agreements of the Assignor and Retiring Agent contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Credit Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Assignor and Retiring Agent, and their successors and assigns, and their present and former shareholders, affiliates, investment managers, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Assignor, Retiring Agent and all such other Persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims,

defenses, rights of set-off, demands and liabilities whatsoever (individually, a "**Claim**" and collectively, "**Claims**") of every name and nature, both at law and in equity, which any Credit Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date hereof, in each case for or on account of, or in relation to, or in any way in connection with any of the Loan Agreement or any of the "Other Documents" (as defined therein) or transactions entered into thereunder or in connection therewith (other than with respect to the express obligations of Assignor and Retiring Agent, respectively, under this Agreement). Each Credit Party understands, acknowledges and agrees that the release set forth herein may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Each Credit Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth herein. Each Credit Party hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by such Credit Party pursuant this Agreement. If any Credit Party violates the foregoing covenant, Borrowers, for themselves and their successors and assigns, and their present and former members, shareholders, affiliates, investment managers, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives, agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation, which the parties hereto acknowledge and agree shall constitute Surviving Obligations.

SECTION E. MISCELLANEOUS

1. Condition Precedent. The effectiveness of this Agreement shall be subject solely to the condition precedent that each party hereto shall have executed and delivered this Agreement.

2. Closure of Deposit Accounts. Unless the Credit Parties close their deposit accounts maintained with PNC on or before 90 days from the Effective Date (or such later date to which PNC agrees in writing in its sole discretion), PNC will close such deposit accounts on such date, and the funds therein will be remitted to the Credit Parties in accordance with the agreements governing such Cash Management Products and Services.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic mail transmission. Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

4. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

5. Entire Agreement; Amendments. This Agreement sets forth in full the terms of agreement between the parties with respect to the transactions contemplated herein and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto. No term of this Agreement may be waived, modified or amended except in a writing signed by the party against whom enforcement of the waiver, modification or amendment is sought.

6. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely therein without consideration as to choice of law.

7. Recording. This Agreement shall not be filed, recorded or registered in the records of any federal, state, county, municipal or other government entity.

8. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby

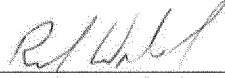
[rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION, as Retiring Agent and Assignor

By: 
Name: Emmet Wong
Title: Senior Vice President

BancFirst, as Assignee, Successor Agent and, after giving effect to the assignment and acceptance contemplated in Section A above, a Lender

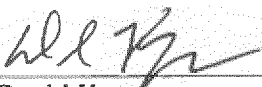
By 
Name Robert Winchester
Title Executive Vice President

CREDIT PARTIES:

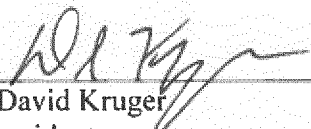
PENDA CORPORATION, as a Borrower

By: 
Name: David Kruger
Title: President

TRIENDA HOLDINGS, L.L.C., as a Borrower

By: 
Name: David Kruger
Title: President


KRUGER FAMILY INDUSTRIES, LLC, as a Guarantor

By: 
Name: David Kruger
Title: President


DURAKON INDUSTRIES, INC., as a Guarantor

By: 
Name: David Kruger
Title: President


THE PENDAFORM COMPANY, as a Guarantor

By: 
Name: David Kruger
Title: President


TRIENDA REAL ESTATE LLC, as a Guarantor

By: 
Name: David Kruger
Title: President

THE FABRI-FORM COMPANY, as a Guarantor

By: 
Name: David Kruger
Title: President

THE FABRI-FORM COMPANY-INTERNATIONAL LLC,
as a Guarantor

By: 
Name: David Kruger
Title: President

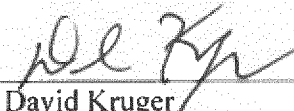
BENTON PLASTICS, INC., as a Guarantor

By: 
Name: David Kruger
Title: President

DURAKON ACQUISITION CORP., as a Guarantor

By: 
Name: David Kruger
Title: President

DURAKON MEXICANA, S. DE. R.L. DE C.V., as a Guarantor

By: 
Name: David Kruger
Title: President

DURAKON INDUSTRIES MEXICO S.A. DE C.V.,
as a Guarantor

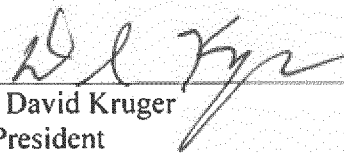
By: 
Name: David Kruger
Title: President

EXHIBIT A

1. Description of Loan Agreement: Revolving Credit, Term Loan and Security Agreement dated as of November 30, 2023 (as amended, restated, supplemented or otherwise modified to date, the "**Loan Agreement**") by and among Kruger Family Industries, LLC, a limited liability company organized under the Laws of the State of Oklahoma ("**Holdings**"), Penda Corporation, a corporation organized under the Laws of the State of Delaware ("**Penda**"), Trienda Holdings, L.L.C., a limited liability company organized under the Laws of the State of Oklahoma ("**Trienda**"; each of Penda and Trienda individually a "**Borrower**" and collectively "**Borrowers**"), the other Credit Parties party thereto, the lenders from time to time party thereto as "Lenders", and PNC Bank, National Association ("**PNC**"), as agent for such Lenders (in such capacity, "**Agent**").

2. Assigned Interest

Assignor	Commitment To Be Assigned To Assignee	Percentage Interest of Portion of Assignor's Commitment To Be Assigned to Assignee	Principal Amount of Revolving Advances to be assigned to Assignee	Percentage Interest of Portion of Assignor's Loans to Be Assigned to Assignee
PNC Bank, National Association	\$40,000,000	100.00%	\$13,364,537.05	100.00%

See Schedule 1, attached hereto, which is a part of the Assigned Interest.

3. Term Loan Payoff.

The parties hereto acknowledge and agree that upon PNC's receipt of \$11,197,562.00 pursuant to the Mabrey Loan Transaction, the Obligations in respect of the Term Loan shall be paid in full and the Term Loan Commitment shall be terminated.

SCHEDULE 1

Loan Agreement dated November 30, 2023

1. Revolving Credit, Term Loan, and Security Agreement
2. Revolving Credit Note
3. Swing Loan Note
4. Perfection Certificate
5. Fee Letter
6. Financial Condition Certificate
7. Officer's Closing Certificate
8. Initial Borrowing Base Certificate
9. Pledge Agreement
10. Stock Powers
11. Irrevocable Proxies
12. Registration Pages
13. Guaranty Agreement
14. Trademark Security Agreement
15. Patent Security Agreement
16. Trienda-Omnibus Officer's Certificate (borrowers)
17. Trienda-Omnibus Officer's Certificate (guarantors)
18. Subordination Agreement
19. Collateral Assignment of Business Interruption Insurance Policy
20. Opinion of Quarles & Bradley (credit parties)
21. Opinion of Riggs Abney (credit parties)
22. Share Pledge Agreement Durakon Industies MX
23. Equity Pledge Agreement Durakon Mexicana
24. Asset Pledge Agreement Penda Corp
25. Asset Pledge Agreement Durakon Mexicana
26. Asset Pledge Agreement Durakon Industies MX
27. Stock Certificates
28. Certificate-Share Pledge Agreement
29. Certificate-Equity Interest Non Possessory Pledge Agreement
30. RUG filings
31. POA (Nader, Hayux & Goebel)
32. POA (Durakon Mexicana)
33. POA (Durakon Industies)
34. POA (Shareholders of Durakon Industies Mexico)
35. POA (Partners of Durakon Mexico)
36. POA (Penda Corporation)
37. Legal Opinion-Santamarina + Steta
38. Collateral Access Agreements (3)

Amendment to Loan Agreement dated May 22, 2024

1. Amendment No. 1 to Revolving Credit, Term Loan and Security Agreement and Forbearance Agreement
2. Amended and Restated Revolving Credit Note
3. Amended and Restated Swing Loan Note
4. Limited Personal Guaranty (David Kruger)
5. Limited Personal Guaranty (Warren Kruger)
6. Omnibus Officer's Certificate for Borrowers and Guarantors

Amendment to Loan Agreement dated July 19, 2024

1. Amendment No. 2 to Revolving Credit, Term Loan and Security Agreement and 2nd Forbearance Agreement.
2. Intercreditor Agreement
3. Omnibus Officer's Certificate of each Loan Party
4. Reaffirmation of Guaranty (David Kruger)
5. Reaffirmation of Guaranty (Warren Kruger)

EXHIBIT B

Form of Allonge Endorsement

ALLONGE ENDORSEMENT

This Allonge Endorsement shall be attached to that certain [**Promissory Note**] in the original principal amount of US\$[_____] dated as of May 22, 2024, given by [**Penda Corporation, a corporation organized under the Laws of the State of Delaware, and Trienda Holdings, L.L.C., a limited liability company organized under the Laws of the State of Oklahoma**], as borrowers, to and in favor of PNC Bank, National Association,

Pay to the order of BancFirst, without recourse.

Executed effective this [] day of January, 2025.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT C

Satisfaction of Mortgage

[see attached]

SATISFACTION OF MORTGAGE

Document Number

The undersigned certifies that it is the present owner of the following mortgage:

Real Property Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Trienda Real Estate LLC, a Wisconsin limited liability company, as mortgagor, to PNC Bank, National Association, in the originally stated indebtedness of \$95,000,000, dated November 30, 2023, recorded December 4, 2023, as Document No. 971225 in the records of the Register of Deeds for Columbia County, Wisconsin (the "Mortgage"), has a right to satisfy the same, and hereby satisfies the above described mortgage. The real estate which is subject to the Mortgage is described on Exhibit A attached hereto and incorporated herein.

Recording Area

Name and Return Address:
Bojan Lazic, Esq.
Goldberg Kohn Ltd.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603

Parcel Identification Numbers (PIN):
SEE ATTACHED EXHIBIT A

Dated this 28th day of January, 2025.

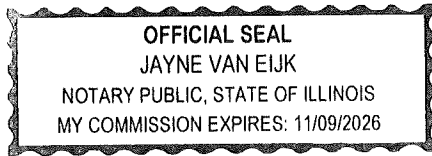
THIS INSTRUMENT WAS DRAFTED BY
Bojan Lazic, Esq.
Goldberg Kohn Ltd.
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603

PNC BANK, NATIONAL ASSOCIATION
By: [Signature]
Name: Emmet Wong
Its: Senior Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF COOK)

Personally came before me this 28th day of January, 2025 the above named Emmet Wong, SVP of PNC Bank, National Association, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



[Signature]
* Jayne van Eijk
Notary Public, State of ILLINOIS
My Commission is permanent. (If not, state expiration date: 11/09/2026.)

*Names of persons signing in any capacity should be typed or printed below their signatures

EXHIBIT D

UCC-3 Termination – Trienda Real Estate LLC

[see attached]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) M.Hannon (918.592.9839)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Crowe & Dunlevy, A Professional Corporation 222 North Detroit Avenue, Suite 600 Tulsa, OK 74120

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20231130000402-6 filed 11/30/2023	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13.
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(y)(ies) authorizing this Termination Statement

3. **ASSIGNMENT:** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Check only one box: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN* collateral
Indicate collateral: _____ *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME PNC Bank, National Association, as Agent				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
25335-83 (WI-Central Filing)

SCHEDULE 1**PATENTS**

PATENT	APPL. NUMBER	FILE DATE	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
Integrated tailgate liner and game apparatus	29/569366	06/27/16	D798792	10/03/17	Penda Corporation
Void filler panel	29/359016	04/05/10	D629687	12/28/10	The Fabri-Form Company
Drum pallet	29/424705	06/14/12	D682503	05/14/13	The Fabri-Form Company
Integrated tailgate liner and game apparatus	29/587445	12/13/16	D799404	10/10/17	Penda Corporation
Integrated tailgate liner and game apparatus	29/587453	12/13/16	D799405	10/10/17	Penda Corporation
Integrated truck tailgate liner and game apparatus	29/506649	10/17/14	D761185	07/12/16	Penda Corporation
Corner segment of a pallet	29/314112	03/06/09	D603574	11/03/09	The Fabri-Form Company
Integrated tailgate liner and game apparatus	29/587441	12/13/16	D799403	10/10/17	Penda Corporation