

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778268

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900725721		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geotek, LLC		10/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2711767	PUPI	
Registration Number:	4446358	PUPI	
Registration Number:	2091636	SUNGUARD	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	01/04/2023		
Total Attachments: 7			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of October 14, 2022 by and among the parties listed on the signature pages hereof as Debtors (the “**Debtors**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtors, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to one or more of the Debtors.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors and certain affiliates of the Debtors of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtors and certain affiliates of the Debtors granted to the Administrative Agent a security interest in substantially all of the Debtors’ and such affiliates’ personal property.

Pursuant to the Security Agreement, the Debtors are required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

Each Debtor represents and warrants that such Debtor owns each of the Specified Patents and Specified Trademarks indicated with respect to such Debtor on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtors and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTOR:

GEOTEK, LLC

By: 

Name: Ben Wiltsie

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Brandon Brauer

Title: Authorized Officer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK

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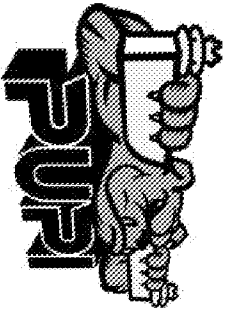
Schedule A
PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

Country	Registered Owner	Patent Name	Registration / Application Date	Registration / Application Number
USA	Geotek, LLC	APPARATUS AND METHOD FOR IN-LINE COATING OF PULTRUSION PROFILES	Issue Date: February 20, 1996	Patent Number: 5,492,583
USA	Geotek, LLC	PULTRUDED UTILITY LINE SUPPORT STRUCTURE AND METHOD	Issue Date: February 25, 1997	Patent Number 5,605,017
USA	Geotek, LLC	UTILITY LINE SUPPORT MEMBER	Issue Date: December 28, 2004	Patent Number: 6,834,469
USA	Geotek, LLC	ADJUSTABLE MOUNTING ASSEMBLY	Issue Date: November 24, 2015	Patent Number: 9,197,051
USA	Geotek, LLC	SUPPORT MEMBER FOR SUPPORTING ELECTRICAL POWER LINES	Issue Date: March 24, 2020	Patent Number: 10,597,894
USA	Geotek, LLC	SUPPORT MEMBER FOR SUPPORTING ELECTRICAL POWER LINES	Issue Date: April 6, 2021	Patent Number: 10,968,656
USA	Geotek, LLC	FENCE POST APPARATUS	Issue Date: October 3, 2000	Patent Number: 6,126,147
USA	Geotek, LLC	FENCE POST APPARATUS	Issue Date: December 16, 1997	Patent Number: 5,697,600

Schedule B
TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Country / State	Registered Owner	Mark	Trademark Description	Filing Date	Serial Number	Registration Date	Registration Number
USA	Geotek, LLC	PUP1	PULTRUDED FIBERGLASS PRODUCTS AND ASSOCIATED HARDWARE, NAMELY, POWERLINE AND SUBSTATION CROSSARMS AND MOUNTING HARDWARE THEREFOR, NAMELY MOUNT BRACES, U-ADAPTERS, DEADEND INBOARD LOAD ADAPTERS, CROSSARMS SADDLE-PIN ADAPTERS, AND CROSSARM ANGLE ADAPTERS FOR USE IN THE ELECTRICAL UTILITY POWER TRANSMISSION AND DISTRIBUTION INDUSTRY	June 27, 2000	76078217	April 29, 2003	2711767
USA	Geotek, LLC		Pultruded fiberglass products and associated hardware, namely, powerline and substation crossarms and mounting hardware therefor, namely, mount braces, U-adapters, deadend inboard load adapters, crossarm saddle-pin	October 18, 2012	85757502	December 10, 2013	4446358

			adapters, and crossarm angle adapters] for use in the electrical utility power transmission and distribution industry.				
USA	Geotek, LLC	SUNGUARD	polyurethane weather-resistant coating sold as an integral component of fiber glass fencing; fiber glass cross-arms for utility poles and fiber glass tension bars for fencing.	September 28, 1994	74579414	August 26, 1997	2091636

TRADEMARK

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RECORDED: 10/14/2022