900763353 04/04/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM800476

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900756731

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aludyne, Inc.		03/10/2023	Corporation: DELAWARE
Aludyne North America, Inc.		03/10/2023	Corporation: DELAWARE
Aludyne International, Inc.		03/10/2023	Corporation: DELAWARE
Aludyne North America LLC		03/10/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BLUE TORCH FINANCE LLC	
Street Address: 150 EAST 58TH STREET		
Internal Address:	39TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10155	
Entity Type:	Entity Type: Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5091351	ALUTECH
Registration Number:	3060849	DYNATURN
Registration Number:	5125897	CASTLIGHT
Registration Number:	5280882	CASTLIGHT

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9712

ypan@proskauer.com Email:

Correspondent Name: Chi-Yu Huang

Address Line 1: Proskauer Rose LLP Address Line 2: One International

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	34089.043	
NAME OF SUBMITTER:	Chi-Yu Huang	
SIGNATURE:	/Chi-Yu Huang/	
DATE SIGNED:	04/04/2023	
Total Attachments: 4		

source=Aludyne - Trademark Security Agreement Executed#page1.tif source=Aludyne - Trademark Security Agreement Executed#page2.tif source=Aludyne - Trademark Security Agreement Executed#page3.tif source=Aludyne - Trademark Security Agreement Executed#page4.tif

ASSIGNMENT FOR SECURITY - TRADEMARKS

March 10, 2023

WHEREAS, Aludyne, Inc., Aludyne International, Inc., Aludyne North America, Inc. and Aludyne North America LLC (each, an "Assignor" and collectively, the "Assignors") own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated as of March 10, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, each Assignor has granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge and convey unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned Assignors has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

ALUDYNE, INC.

By:

Name: Conrad Hein

Title: Tre

Treasurer & Chief Financial Officer

ALUDYNE INTERNATIONAL, INC.

By:

Name: Conrad Hein

Title:

Treasurer & Chief Financial Officer

ALUDYNE NORTH AMERICA, INC.

By:

Name: Conrad Hein

Title: Treasurer & Chief Financial Officer

ALUDYNE NORTH AMERICA LLC

By:

Name: Conrad Hein

Title: Treasurer

[Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED:

ASSIGNEE:

BLUE TORCH FINANCE LLC, as Collateral Agent

By: Blue Torch Capital LP, is Managing Member

kevin Genda

Name: Kevin Genda

Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

RECORDED: 03/10/2023

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Aludyne, Inc.	A (Logo for ALUDYNE)	79287014 02/24/2020	6358381 05/25/2021
2.	Aludyne, Inc.	ALUDYNE	79293743 02/24/2020	6592326 12/21/2021
3.	Aludyne International, Inc.	ALUTECH	85422217 09/14/2011	5091351 11/29/2016
4.	Aludyne North America, Inc.	DYNATURN	78212728 02/10/2003	3060849 02/21/2006
5.	Aludyne North America LLC	CASTLIGHT	86981024 03/26/2015	5125897 01/17/2017
6.	Aludyne North America LLC	CASTLIGHT	87331773 02/10/2017	5280882 09/05/2017