

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Composite Products Technology, Inc.		11/20/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Charger Investment Partners Fund I LP		
Street Address:	2200 Pacific Coast Highway		
Internal Address:	Suite 316		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2577210	ACPT	
Registration Number:	4311623	ADVANCED COMPOSITE PRODUCTS AND TECHNOLO	
Registration Number:	5914676	ACPT	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	12/01/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this day of November 20, 2020, by and among, ADVANCED COMPOSITE PRODUCTS TECHNOLOGY, INC., a California corporation ("Grantor"), and CHARGER INVESTMENT PARTNERS FUND I LP, (together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of November 20, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ACPT HOLDINGS, INC., a Delaware corporation ("Holdings"), Grantor (and together with Holdings, the "Borrowers"), any other Guarantors from time to time party thereto (and together with Holdings and the Borrowers, collectively, the "Loan Parties") and the Lender, the Lender is willing to extend credit and make certain other financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement among the Loan Parties and the Lender, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark license, (ii) injury to the goodwill associated with any Trademark or any Trademark license or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Lender, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under the Bankruptcy Code involving Grantor.

4. LOAN AND SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Lender as required by the Credit Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Lender to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**ADVANCED COMPOSITE PRODUCTS
TECHNOLOGY, INC.**, a Delaware corporation

By: 

Name: Ryan Clampitt

Title: President

Trademark Security Agreement


TRADEMARK
REEL: 007119 FRAME: 0454

ACCEPTED AND ACKNOWLEDGED BY:

CHARGER INVESTMENT PARTNERS FUND I LP

By: Charger Investment Partner Fund I GP LP

Its: General Partner

By: 

Name: Aaron Perlmutter

Title: Partner

Trademark Security Agreement

TRADEMARK
REEL: 007119 FRAME: 0455

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Name	Country	Filing Date	Application Number	Registration Date	Registration Number
ACPT (Stylized)	US	February 3, 2000	75911295	June 11, 2002	2577210
ADVANCED COMPOSITE PRODUCTS AND TECHNOLOGY, INC.	US	January 25, 2012	85524949	April 2, 2013	4311623
ACPT	US	May 9, 2019	88423481	November 19, 2019	5914676