

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nucfil, LLC		06/18/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	200 East Jackson Street		
City:	Muncie		
State/Country:	INDIANA		
Postal Code:	47305		
Entity Type:	Bank: INDIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4959428	NFT	
Registration Number:	4954854	SAVY-4000	
Registration Number:	5421101	NUCFIL	
Registration Number:	4976696	EPD	
Registration Number:	4959472	NFT AUTOMATION	
Registration Number:	4963038	PARADIGM	
Registration Number:	1481525	NUCFIL	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	888-829-5817		
Email:	results-uccteam2@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Melanie A. Fagan/		

OP \$190.00 4959428

DATE SIGNED:	06/18/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of June 18, 2021, by **NUCFIL, LLC**, a Colorado limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement is made in connection with certain loans in the aggregate principal amount not to exceed Twenty-One Million and No/100 Dollars (\$21,000,000.00) (collectively, the "Loan") made by Lender to Grantor and pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, **ALPHA SAFETY INTERMEDIATE, LLC**, a Delaware limited liability company ("Intermediate"), and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by that certain Promissory Note (Term Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00), that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Four Million and No/100 Dollars (\$4,000,000.00), and that certain Promissory Note (Delayed Draw Term Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Three Million and No/100 Dollars (\$3,000,000.00), together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Notes".

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Notes.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement, the Notes and the Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

- (1) each trademark registration, trademark application, and trademark license referred to in **Schedule 1** annexed hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

- (2) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (3) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (4) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The 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 and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon Lender's request. The Grantor further agrees to take any other action reasonably requested by the Lender to insure the attachment, perfection and first priority of, and the ability of the Lender to enforce, the Lender's security interest in any and all of the Collateral, including the Trademark Collateral.

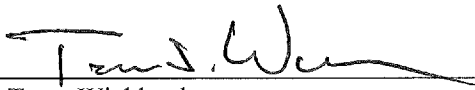
THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this Agreement maintained by the Lender shall be deemed to be originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

NUCFIL, LLC

By: 
Name: Terry Wickland
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (NUCFIL)]

TRADEMARK
REEL: 007330 FRAME: 0623

FIRST MERCHANTS BANK

By: 

Name: Matthew J. Deibel

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (NUCFIL)]

TRADEMARK
REEL: 007330 FRAME: 0624

EXHIBIT A
to TRADEMARK SECURITY AGREEMENT

<u>Title</u>	<u>Registration Date</u>	<u>Serial #</u>	<u>Registration #</u>
NFT	05/17/2016	86740565	4959428
SAVY-4000	05/10/2016	86725850	4954854
NucFil	03/13/2018	87213667	5421101
EPD	06/14/2016	86741100	4976696
NFT AUTOMATION	05/17/2016	86741036	4959472
PARADIGM	05/24/2016	86728217	4963038
NUCFIL	03./22/1988	73642617	1481525