

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aludyne North America LLC		05/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Collateral Agent		
Street Address:	Three PNC Plaza, 6th Floor		
Internal Address:	225 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	a national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5125897	CASTLIGHT	
Registration Number:	5280882	CASTLIGHT	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	06/24/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of May 27, 2021, among ALUDYNE NORTH AMERICA LLC, a Delaware limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that Amended and Restated Senior Secured ABL Loan, Security and Guaranty Agreement, dated as of November 15, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Loan Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the ABL Loan Agreement), by and among Aludyne, Inc., a Delaware corporation (“Aludyne”), the other “Borrowers” party thereto, UC Holdings, Inc., a Delaware corporation (“Holdings”), certain other affiliates of Aludyne and Holdings, certain lenders party thereto and the Collateral Agent; and

WHEREAS, under the terms of the ABL Loan Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations,

recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

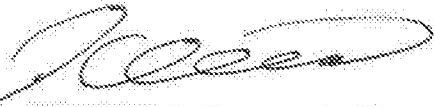
SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the ABL Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the ABL Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the ABL Loan Agreement, the provisions of the ABL Loan Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ALUDYNE NORTH AMERICA LLC, as the
Grantor

By: 
Name: Andreas Weller
Title: President

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ALUDYNE NORTH AMERICA LLC, as the
Grantor

By: _____
Name: Andreas Weller
Title: President

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: Ashley Montgomery _____
Name: Ashley Montgomery
Title: Vice President

Schedule 1

Trademarks

UNITED STATES TRADEMARKS

Federal Registrations:¹

Owner	Trademark	Registration Date	Registration No.
Aludyne North America LLC	CASTLIGHT	01/17/2017	5125897
Aludyne North America LLC	CASTLIGHT	09/05/2017	5280882

¹ The owner of record of these trademarks is Grouper Casting, LLC, but the legal owner is Aludyne North America LLC.

Schedule 2

Patents

UNITED STATES PATENTS²

Registered Owner	Patent No.	Issue Date
Aludyne North America LLC	6908590	6/21/2005
Aludyne North America LLC	7025113	4/11/2006
Aludyne North America LLC	7004223	2/28/2006
Aludyne North America LLC	7165598	1/23/2007
Aludyne North America LLC	10286448	5/14/2019

Applications:

Registered Owner	App. No.	App. Date
Aludyne North America LLC	16/607,928	10/24/2019
Aludyne North America LLC	16/482,110	7/30/2019
Aludyne North America LLC	16/344,845	4/25/2019
Aludyne North America LLC	17/270572	2/23/2021

² The owner of record of these patents is Grouper Casting, LLC, but the legal owner is Aludyne North America LLC.