## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM705940

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Term Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CASAR Drahtseilwerk Saar GmbH		11/12/2021	Company: GERMANY

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Primary Collateral Agent	
Street Address:	10 S. DEARBORN	
Internal Address:	Floor L2, IL1-1145	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1210250	CASAR
Registration Number:	1237048	STARLIFT

### **CORRESPONDENCE DATA**

Fax Number: 3129939767

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: 312.876-7628

Email: linda.kastner@lw.com

**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: **Suite 2800** 

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	02/01/2022

#### **Total Attachments: 6**

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Primary Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Primary Collateral Agent hereunder are subject to the provisions of the ABL-Term Intercreditor Agreement, dated as of November 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMORGAN CHASE BANK, N.A., as Initial First Lien Term Administrative Agent, WILMINGTON TRUST, NATIONAL ASSOCIATION, as Initial Secondary Term Collateral Agent, JPMORGAN CHASE BANK, N.A., as Joint Collateral Agent, JPMORGAN CHASE BANK, N.A., as ABL Administrative Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

### TERM TRADEMARK SECURITY AGREEMENT

This Term Trademark Security Agreement (this "<u>Agreement</u>"), dated as of November 12, 2021, is entered into by the undersigned (the "<u>Grantor</u>") in favor of JPMorgan Chase Bank, N.A. (together with its affiliates and any of its successors and assigns, the "<u>Primary Collateral Agent</u>") for the benefit of the Secured Parties (as defined in the Security Agreement described below).

WHEREAS, reference is made to the Term Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among Wildcat (Dutch) B.V., a company organized under the laws of the Netherlands, as Holdings, WireCo WorldGroup Inc., a Delaware corporation, as the Initial Borrower, certain other Restricted Subsidiaries from time to time designated thereunder as Co-Borrowers, the Subsidiary Guarantors from time to time party thereto, the several banks, financial institutions, institutional investors and other entities from time to time party thereto as lenders, JPMorgan Chase Bank, N.A., as Administrative Agent and Primary Collateral Agent and Wilmington Trust, National Association, as Additional Collateral Agent and Australian Security Trustee and the other parties and lenders party thereto; and

WHEREAS, the Grantor has executed and delivered that certain Security Assignment of Intellectual Property Rights, dated as of the date hereof, in favor of the Primary Collateral Agent, as Joint Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Security Agreement"), pursuant to which such Grantor has collaterally assigned, granted, mortgaged and pledged to the Primary Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below); and

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Primary Collateral Agent hereby agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Security Agreement or the Credit Agreement (in each case, whether directly therein, or by reference to another agreement).

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Primary Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "<u>Trademark Collateral</u>"), as collateral security for the prompt

and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal trademarks, trade names, trade dress, corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all corresponding rights under applicable law throughout the world.

provided, however, that the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Primary Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Primary Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Release</u>. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the Security Agreement in accordance with its terms.

SECTION 5. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (OTHER THAN ANY MANDATORY PROVISIONS OF THE UNIFORM COMMERCIAL CODE

# RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission, electronic PDF, Electronic Signature or any other electronic means that reproduces an image of an actual executed counterpart shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Signatures follow]

3

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CASAR DRAHTSEILWERK SAAR GMBH

Name: Ryan Smart

Title: Prokurist

JPMORGAN CHASE BANK, N.A., as Primary Collateral Agent

By: ElenaNolkova\_

Name: Elena Volkova
Title: Authorized Officer

[Signature Page to Term Trademark Security Agreement]

**RECORDED: 02/01/2022**