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ETAS ID: TM807118

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trachte, LLC		04/28/2023	Limited Liability Company: DELAWARE
Parkline, Inc.		04/28/2023	Corporation: WEST VIRGINIA

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION, as Collateral Agent	
Street Address:	127 Public Square	
City:	Cleveland	
State/Country:	OHIO	
Postal Code:	44114	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6915557	TRACHTE
Registration Number:	3580248	TRACHTE
Registration Number:	3572194	T-RAMS
Registration Number:	2861353	TRACHTE POWERHOUSE
Registration Number:	3064214	POWERHOUSE
Registration Number:	1898566	P

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	057697-30340
NAME OF SUBMITTER:	Dusan Clark

TRADEMARK REEL: 008063 FRAME: 0304

SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	05/01/2023		
Total Attachments: 5			
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source=Trachte - Trademark Security Agreement [Executed] 4876-4866-9536 1#page2.tif			
source=Trachte - Trademark Security Agreement [Executed] 4876-4866-9536 1#page3.tif			
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TRADEMARK REEL: 008063 FRAME: 0305

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April, 28, 2023, is made by Trachte, LLC, a Delaware limited liability company ("<u>Trachte</u>"), and Parkline, Inc., a West Virginia corporation ("<u>Parkline</u>" and together with Trachte, each a "<u>Grantor</u>," and collectively, the "<u>Grantors</u>"), in favor of KEYBANK NATIONAL ASSOCIATION ("<u>KB</u>"), as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of April 28, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Warrior Acquisition, Inc., a Delaware corporation (the "Borrower"), Warrior Acquisition Parent, Inc., a Delaware corporation ("Holdings"), each Lender from time to time party thereto, and KB, as Administrative Agent, Collateral Agent, an L/C Issuer and a Lender (including as the Swing Line Lender).

WHEREAS, each Grantors is party to the Security Agreement, dated as of April 28, 2023 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademarks</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in, all of such Grantor's right, title or interest in or to any and all of the Trademarks (other than any Excluded Assets), including those listed on Schedule I hereto, now owned or at any time hereafter acquired by such Grantor.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

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

TRADEMARK REEL: 008063 FRAME: 0306 SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, this Trademark Security Agreement shall terminate and the lien on and security interest in the Trademarks shall be released. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor (at such Grantor's sole expense) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first set forth above.

GRANTORS:

TRACHTE, LLC

Name: Lindgay Francis

Title: Chief Financial Officer

PARKLINE, INC.

Name: Lindon Francis

Title: Chief Financial Officer

Accepted and Agreed:

KEYBANK NATIONAL ASSOCIATION, as Collateral Agent

Name: Robert Scelza

Title: Managing Director

SCHEDULE I

o

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	Reg. No.	Reg. Date
Trachte, LLC		6,915,557	12/06/2022
Trachte, LLC	TRACHTE	3,580,248	02/24/2009
Trachte, LLC	T-RAMS	3,572,194	02/10/2009
Trachte, LLC		2,861,353	07/06/2004
Trachte, LLC	POWERHOUSE	3,064,214	02/28/2006
Parkline, Inc.		1898566	06/13/1995

U.S. Trademark Applications

None.

sf-5543943

RECORDED: 05/01/2023

TRADEMARK REEL: 008063 FRAME: 0310