# OP \$40.00 6555948

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM821200

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:TRADEMARK SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FNBTECH INC.		06/30/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	STELLUS CAPITAL INVESTMENT CORPORATION, as Collateral Agent
Street Address:	4400 Post Oak Parkway, Suite 2200
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	Corporation: MARYLAND

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6555948	CRAFTABLE

#### CORRESPONDENCE DATA

**Fax Number:** 7043311159

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: 7043311000

**Email:** PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036760.000370
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/30/2023

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Trademark Security Agreement"), dated as of June 30, 2023, is made by FNBTech Inc., a Delaware corporation (the "Grantor"), in favor of Stellus Capital Investment Corporation, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- Section 1. <u>Terms.</u> Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.
- Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the "Trademark Collateral"); provided that "Trademark Collateral" shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any "intent-to-use" Trademark application prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.
- Section 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.
- Section 4. <u>Execution in Counterparts</u>. This Trademark Security 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. This Trademark Security Agreement shall become effective when the Collateral Agent shall have received a counterpart of this Trademark Security Agreement that bears the signature of the Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by PDF, facsimile or other electronic methods shall be effective as delivery of a manually executed counterpart of this Trademark Security

Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement. The words "execution", "execute", "signed", "signature", and words of like import in this Trademark Security Agreement, in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

Section 5. <u>Security Agreement</u>. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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 6. <u>Governing Law.</u> THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT LAW OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

FNBTECH INC.

By: Samul Eats

Name: Samuel Zats Title: President

[SIGNATURE PAGE TO TRADEMARK AGREEMENT SUPPLEMENT]

Accepted and Agreed:

STELLUS CAPITAL INVESTMENT CORPORATION, as Collateral Agent

D.,,,

Name: W. Todd Huskinso Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK AGREEMENT SUPPLEMENT]

# SCHEDULE A

# FNBTech Inc. (Delaware Corporation)

## U.S. Trademark

# **Trademark Registration**

Mark	Reg. No.	Reg. Date
CRAFTABLE	6555948	11/09/2021

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**RECORDED: 06/30/2023**