

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM851604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wyo-Ben, Inc.		11/03/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	90 S 7th St.,		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0790530	HYDROGEL	
<b>Registration Number:</b>	0734382	BIG HORN	
<b>Registration Number:</b>	1714861	UNI-DRILL	
<b>Registration Number:</b>	1176710	WYO-BEN	
<b>Registration Number:</b>	1229106	AIR FOAM	
<b>Registration Number:</b>	1229100	ENVIROGEL	
<b>Registration Number:</b>	1837621	CLEARTREAT	
<b>Registration Number:</b>	1840209	ABANTONITE	
<b>Registration Number:</b>	1935370	GROUT-WELL	
<b>Registration Number:</b>	1651253	ENVIROPLUG	
<b>Registration Number:</b>	1724854	NATURALGEL	
<b>Registration Number:</b>	2797227		
<b>Registration Number:</b>	2947484	THINZ-IT	
<b>Registration Number:</b>	2964781	WYO-VIS	
<b>Registration Number:</b>	2988632	TD-16	
<b>Registration Number:</b>	2590567	BORZAN	
<b>Registration Number:</b>	2593709	TRU-BORE	
<b>Registration Number:</b>	5261881	THUNDER PRODUCTS	

OP \$615.00 0790530

Property Type	Number	Word Mark
Registration Number:	5273779	TORQMASTER
Registration Number:	4630974	THUNDERSTORM
Registration Number:	5007438	CLAYMASTER
Registration Number:	5328466	STORMY
Registration Number:	5401414	SANDMASTER
Registration Number:	5180862	THUNDER PRESCREEN

**CORRESPONDENCE DATA**

Fax Number: 8009144240  
*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: 8007130755  
Email: Results-UCCTeam6@wolterskluwer.com  
Correspondent Name: CT Corporation  
Address Line 1: 4400 Easton Commons Way  
Address Line 2: Suite 125 #95902079TF  
Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Samantha Alfano
<b>SIGNATURE:</b>	/Samantha Alfano/
<b>DATE SIGNED:</b>	11/07/2023

**Total Attachments: 8**  
source=95902079 Trademark#page1.tif  
source=95902079 Trademark#page2.tif  
source=95902079 Trademark#page3.tif  
source=95902079 Trademark#page4.tif  
source=95902079 Trademark#page5.tif  
source=95902079 Trademark#page6.tif  
source=95902079 Trademark#page7.tif  
source=95902079 Trademark#page8.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Wyo-Ben, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) Trademark Security Agreement

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other November 3, 2023

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Street Address: 90 S 7th St., 12th Floor

City: Minneapolis

State: Minnesota

Country: USA Zip: 55402

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached Schedule I

See attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule I

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Samantha Alfano

Internal Address: Otterbourg, P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3646

Docket Number: \_\_\_\_\_

Email Address: salfano@otterbourg.com

### 6. Total number of applications and registrations involved:

24

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

*Samantha Alfano*

Signature

11/6/2023

Date

Samantha Alfano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 3, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Secured Party”, as hereinafter further defined).

W I T N E S S E T H:

WHEREAS, Secured Party has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions of the Credit Agreement, dated of even date herewith, by and among Secured Party and Grantors (as the same may be modified, amended, supplemented or restated from time to time, the “Credit Agreement”);

WHEREAS, the Secured Party is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Secured Party, the Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. “Secured Party” means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns as collateral, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that notwithstanding anything contained in this Agreement to the contrary, the term “Trademark Collateral” shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original

manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Secured Party reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

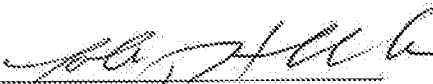
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, ETC. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS, WAIVER OF JURY TRIAL, SUBMISSION TO JURISDICTION AND WAIVER OF CLAIMS SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**WYO-BEN, INC.**

By: 

Name: John Holbrook

Title: CFO, VP Finance and Treasurer

**SECURED PARTY:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_

Name: Heath Israel

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 008251 FRAME: 0230**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

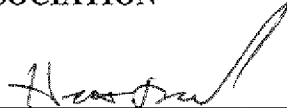
**WYO-BEN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By:  \_\_\_\_\_  
Name: Heath Israel  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]




**TRADEMARK  
REEL: 008251 FRAME: 0231**



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

Owner	Trademark	Registration Number	Date Filed	Granting Jurisdiction
Wyo-Ben, Inc.	HYDROGEL	0790530	07/27/1962	U.S.
Wyo-Ben, Inc.		0734382	09/29/1961	U.S.
Wyo-Ben, Inc.	UNI-DRIL	1714861	01/31/1992	U.S.
Wyo-Ben, Inc.		1176710	05/08/1979	U.S.
Wyo-Ben, Inc.	AIR FOAM	1229106	12/01/1981	U.S.
Wyo-Ben, Inc.	ENVIROGEL	1229100	09/11/1981	U.S.
Wyo-Ben, Inc.	CLEARTREAT	1837621	08/17/1993	U.S.
Wyo-Ben, Inc.	ABANTONITE	1840209	08/27/1993	U.S.
Wyo-Ben, Inc.	GROUT-WELL	1935370	11/14/1994	U.S.
Wyo-Ben, Inc.	ENVIROPLUG	1651253	06/05/1990	U.S.
Wyo-Ben, Inc.	NATURALGEL	1724854	01/31/1992	U.S.
Wyo-Ben, Inc.		2797227	01/24/2003	U.S.
Wyo-Ben, Inc.	THINZ-IT	2947484	03/30/2004	U.S.
Wyo-Ben, Inc.	WYO-VIS	2964781	03/30/2004	U.S.
Wyo-Ben, Inc.	TD-16	2988632	03/30/2004	U.S.
Wyo-Ben, Inc.	BORZAN	2590567	06/21/2000	U.S.

Owner	Trademark	Registration Number	Date Filed	Granting Jurisdiction
Wyo-Ben, Inc.	TRU-BORE	2593709	06/21/2000	U.S.
Wyo-Ben, Inc.	THUNDER PRODUCTS	5261881	12/22/2015	U.S.
Wyo-Ben, Inc.	TORQMASTER	5273779	12/04/2015	U.S.
Wyo-Ben, Inc.	THUNDERSTORM	4630974	09/11/2013	U.S.
Wyo-Ben, Inc.	CLAYMASTER	5007438	12/08/2015	U.S.
Wyo-Ben, Inc.	STORMY	5328466	03/30/2017	U.S.
Wyo-Ben, Inc.	SANDMASTER	5401414	07/25/2017	U.S.
Wyo-Ben, Inc.	THUNDER PRESCREEN	5180862	08/25/2016	U.S.

Trademark Licenses

None.