

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TETRA TECHNOLOGIES, INC.		01/12/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILVER POINT FINANCE, LLC		
Street Address:	TWO GREENWICH PLAZA, SUITE 1		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6665083	TETRA PUREFLOW	
Registration Number:	6036120		
Registration Number:	5764155	READY CLEAR	
Registration Number:	4011701	ADVANCECLEAN	
Registration Number:	3629692	TETRA CHEMICALS	
Registration Number:	3481558	CV-PRO	
Registration Number:	3481559	TP-PRO	
Registration Number:	3303254	MATCHWELL	
Registration Number:	3281260	SAFEDEFLO	
Registration Number:	2902887	COR CLEAR	
Registration Number:	2824671	THERMAFIX	
Registration Number:	2814544		
Registration Number:	2771093	TETRA	
Registration Number:	2021812	SODEX	
Registration Number:	1970434	N-CAL	
Serial Number:	97938917	TETRA CS NEPTUNE	
Serial Number:	97938851	TETRA SANDSTORM	
CORRESPONDENCE DATA			

CH \$440.00 6665083

Fax Number:

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: 3128622200
Email: noreen.gosselin@kirkland.com
Correspondent Name: Noreen Gosselin
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 300 North LaSalle
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	26365-27
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	01/12/2024

Total Attachments: 16

source=Project Quattro - IP Security Agreement [Executed]#page1.tif
source=Project Quattro - IP Security Agreement [Executed]#page2.tif
source=Project Quattro - IP Security Agreement [Executed]#page3.tif
source=Project Quattro - IP Security Agreement [Executed]#page4.tif
source=Project Quattro - IP Security Agreement [Executed]#page5.tif
source=Project Quattro - IP Security Agreement [Executed]#page6.tif
source=Project Quattro - IP Security Agreement [Executed]#page7.tif
source=Project Quattro - IP Security Agreement [Executed]#page8.tif
source=Project Quattro - IP Security Agreement [Executed]#page9.tif
source=Project Quattro - IP Security Agreement [Executed]#page10.tif
source=Project Quattro - IP Security Agreement [Executed]#page11.tif
source=Project Quattro - IP Security Agreement [Executed]#page12.tif
source=Project Quattro - IP Security Agreement [Executed]#page13.tif
source=Project Quattro - IP Security Agreement [Executed]#page14.tif
source=Project Quattro - IP Security Agreement [Executed]#page15.tif
source=Project Quattro - IP Security Agreement [Executed]#page16.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”) is entered into as of January 12, 2024 by and among each of the entities listed on the signature pages hereof (such entities and any additional entities which become parties to this Intellectual Property Security Agreement by executing an assumption agreement in substantially the form of Annex I hereto (an “IP Security Agreement Supplement”), each a “Grantor”, and collectively, the “Grantors”), in favor of SILVER POINT FINANCE, LLC, in its capacity as administrative agent and collateral agent (the “Administrative Agent”) on behalf of the Secured Parties (as defined in the Security Agreement referred to below).

PRELIMINARY STATEMENT

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the “Credit Agreement”), among Borrower, certain lenders therein named (collectively, the “Lenders”) and the Administrative Agent, the Lenders have agreed to make loans upon the terms and subject to the conditions set forth therein;

WHEREAS, in order to guarantee the Borrower’s obligations under the Credit Agreement, each Subsidiary Guarantor (as defined in the Credit Agreement) entered into that certain subsidiary guaranty, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Subsidiary Guaranty”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, in order to secure the Borrower’s obligations under the Credit Agreement and the Subsidiary Guarantors’ obligations under the Subsidiary Guaranty, each Grantor, the other Subsidiary Guarantors entered into that certain pledge and security agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the obligations of the Lenders under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders; and

WHEREAS, the Grantors will receive direct or indirect benefits from the execution of, and performance of obligations under, this Intellectual Property Security Agreement.

ACCORDINGLY, the Grantors and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Terms Defined in Security Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the “IP Collateral”):

(a) all Copyrights, Patents, Trademarks, IP Licenses of Copyrights, including, without limitation, those United States Copyrights, United States Patents, United States Trademarks, and IP Licenses of Copyrights referred to on Schedule 1 hereto; and

(b) all accessions to, substitutions for and replacements, proceeds (including, without limitation, cash proceeds and noncash proceeds), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations; *provided, however*, that IP Collateral (and each defined term used in the definition of IP Collateral) shall not include any Excluded Assets; and *provided, further*, that if and when any property that would otherwise be IP Collateral shall cease to be Excluded Assets, such property shall be deemed at all times from and after such date to constitute IP Collateral.

Section 3. Purpose; Security Agreement. This Intellectual Property Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest in the IP Collateral with the United States Patent and Trademark Office. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP 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, *mutatis mutandis*, as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Security Agreement, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 5. Additional Grantors. Each Grantor agrees to cause each new Material Domestic Subsidiary that is required to become a party to the Subsidiary Guaranty and become a Grantor under the Security Agreement, in each case pursuant to Sections 6.09 and 6.12 of the Credit Agreement, to become a Grantor for all purposes of this Intellectual Property Security Agreement upon execution and delivery by such Subsidiary of an Intellectual Property Security Agreement Supplement. Upon the execution and delivery of an assumption agreement substantially in the form of Annex I hereto by such new Material Domestic Subsidiary, such Material Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as

if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Intellectual Property Security Agreement shall not require the consent of any other Grantor under this Intellectual Property Security Agreement. The rights and obligations of each Grantor hereunder shall remain in full force and effect and shall not be affected or diminished notwithstanding the addition of any new Grantor hereunder.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Intellectual Property Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile or other electronic transmission (e.g., “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

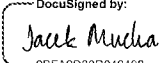
Section 7. Governing Law. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

TETRA TECHNOLOGIES, INC.

By:  _____
9BFA2D82D049498

Name: Jacek Mucha

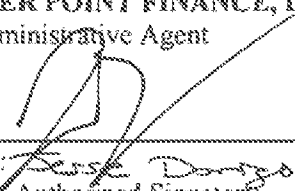
Title: Vice President – Finance, Treasurer, and Assistant Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008316 FRAME: 0030

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Administrative Agent

By: 
Name: *Eric D. Dwyer*
Title: Authorized Signatory

{Signature Page to Intellectual Property Security Agreement}

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Title	Status	Jurisdiction	Reg number	Reg Date	Current Owner
Method for producing a halide brine: Form alkali metal using reducing agent	Issued	U.S.	7087209	2006-08-08	TETRA TECHNOLOGIES, INC.
Calcium supplement for animals and method for making same: Particles of soluble calcium-containing materials coated with a second nutrient, urea, which is also soluble, but nonetheless inhibits moisture uptake by the calcium-containing material; fatty acids are used as outer coatings; pellets can be mixed with the animal's regular dry feed	Issued	U.S.	7105191	2006-09-12	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	8162048	2012-04-24	TETRA TECHNOLOGIES, INC.
Thermal insulating fluids	Issued	U.S.	8895476	2014-11-25	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	9371723	2016-06-21	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	8316935	2012-11-27	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	8834016	2014-09-16	TETRA TECHNOLOGIES, INC.
Portable dam assemblies and methods for assembling same	Issued	U.S.	8640901	2014-02-04	TETRA TECHNOLOGIES, INC.

Title	Status	Jurisdiction	Reg number	Reg Date	Current Owner
Method of delivering frac fluid and additives	Issued	U.S.	8540022	2013-09-24	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	9052037	2015-06-09	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	9522367	2016-12-20	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	9400065	2016-07-26	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	9127537	2015-09-08	TETRA TECHNOLOGIES, INC.
Portable dam assemblies	Issued	U.S.	9228309	2016-01-05	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	9144775	2015-09-29	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	9550652	2017-01-24	TETRA TECHNOLOGIES, INC.
Method of delivering fracturing fluid and additives by formulating an aqueous based fluid for optimal fracturing fluid characteristics	Issued	U.S.	9732602	2017-08-15	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	9457326	2016-10-04	TETRA TECHNOLOGIES, INC.
Above ground containment systems and methods for assembling same	Issued	U.S.	9630773	2017-04-25	TETRA TECHNOLOGIES, INC.

Title	Status	Jurisdiction	Reg number	Reg Date	Current Owner
In situ treatment analysis mixing system	Issued	U.S.	10213757	2019-02-26	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	9790776	2017-10-17	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	9884300	2018-02-06	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	10052595	2018-08-21	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	10000358	2018-06-19	TETRA TECHNOLOGIES, INC.
Temperature stability of polyols and sugar alcohols in brines	Issued	U.S.	10913884	2021-02-09	TETRA TECHNOLOGIES, INC.
High density, low TCT divalent brines and uses thereof	Issued	U.S.	11208585	2021-12-28	TETRA TECHNOLOGIES, INC.
High density, low TCT monovalent brines and uses thereof	Issued	U.S.	11136486	2021-10-05	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	10082011	2018-09-25	TETRA TECHNOLOGIES, INC.
Stabilization and reduction of TCT of divalent iodide-containing brines	Issued	U.S.	11021645	2021-06-01	TETRA TECHNOLOGIES, INC.
Stabilization and reduction of TCT of brines containing monovalent iodides	Issued	U.S.	10851278	2020-12-01	TETRA TECHNOLOGIES, INC.
Stabilization of iodide-containing brines and brine mixtures	Issued	U.S.	11453817	2022-09-27	TETRA TECHNOLOGIES, INC.

Title	Status	Jurisdiction	Reg number	Reg Date	Current Owner
Rapid deployment frac water transfer system	Issued	U.S.	10633212	2020-04-28	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	10807050	2020-10-20	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	10443366	2019-10-15	TETRA TECHNOLOGIES, INC.
Above ground containment systems and methods for assembling same	Issued	U.S.	11046509	2021-06-29	TETRA TECHNOLOGIES, INC.
In situ treatment analysis mixing system	Issued	U.S.	11261706	2022-03-01	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	10808513	2020-10-20	TETRA TECHNOLOGIES, INC.
High density, low TCT monovalent brines and uses thereof	Issued	U.S.	11104836	2021-08-31	TETRA TECHNOLOGIES, INC.
Method and apparatus for hydrocyclone	Issued	U.S.	11344897	2022-05-31	TETRA TECHNOLOGIES, INC.
High density, low TCT monovalent brines and uses thereof	Issued	U.S.	11208586	2021-12-28	TETRA TECHNOLOGIES, INC.
Rapid deployment frac water transfer system	Issued	U.S.	11015737	2021-05-25	TETRA TECHNOLOGIES, INC.
Multi chamber mixing manifold	Issued	U.S.	11691112	2023-07-04	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	11391134	2022-07-19	TETRA TECHNOLOGIES, INC.

Title	Status	Jurisdiction	Reg number	Reg Date	Current Owner
Stabilization and reduction of TCT of brines containing monovalent iodides	Issued	U.S.	11261362	2022-03-01	TETRA TECHNOLOGIES, INC.
Temperature stability of polyols and sugar alcohols in brines	Issued	U.S.	11208587	2021-12-28	TETRA TECHNOLOGIES, INC.
Stabilization and reduction of TCT of divalent iodide-containing brines	Issued	U.S.	11292956	2022-04-05	TETRA TECHNOLOGIES, INC.
High density, low TCT divalent brines and uses thereof	Issued	U.S.	11613687	2023-03-28	TETRA TECHNOLOGIES, INC.
Method and apparatus for hydrocyclone	Issued	U.S.	11779937	2023-10-10	TETRA TECHNOLOGIES, INC.
Method of delivering frac fluid and additives	Issued	U.S.	11781408	2023-10-10	TETRA TECHNOLOGIES, INC.
Method of preparing ionic fluids	Issued	U.S.	11827599	2023-11-28	TETRA TECHNOLOGIES, INC.

PATENT APPLICATIONS

Title	Status	Jurisdiction	App number	Application date	Current Owner
Rapid deployment frac water transfer system	Pending	U.S.	17/328,587	2021-05-24	TETRA TECHNOLOGIES, INC.
In Situ Treatment Analysis Mixing System (second continuation)	Pending	U.S.	17/682,047	2022-02-28	TETRA TECHNOLOGIES, INC.
Method and Apparatus for Automatic Drill out	Pending	U.S.	63/426,923	2022-11-21	TETRA TECHNOLOGIES, INC.

Title	Status	Jurisdiction	App number	Application date	Current Owner
Integrated bromine lithium extraction	Pending	U.S.	63/511,724	2023-07-03	TETRA TECHNOLOGIES, INC.
COMPOSITION OF AN ULTRA-PURE SINC BROMIDE AND ZINC CHLORIDE BLEND PRODUCED FROM A METHOD OF REACTING CHLORINE WITH A MIXTURE OF ZINC BROMIDE AND ZINC	Pending	U.S.	18/458,928	2023-08-30	TETRA TECHNOLOGIES, INC.
Treating ORP and ph values of tail brine	Pending	U.S.	18/540,199	2023-12-14	TETRA TECHNOLOGIES, INC.
Method of Delivering Frac Fluid and Additives (tenth continuation application) [On the fly]	Pending	U.S.	18/483,031	2023-10-09	TETRA TECHNOLOGIES, INC.
Multi Chamber Mixing Manifold (fourth continuation of CIP).	Pending	U.S.	18/345,142	2023-06-30	TETRA TECHNOLOGIES, INC.
Method and Apparatus for Hydrocyclone (second continuation)	Pending	U.S.	18/483,036	2023-10-09	TETRA TECHNOLOGIES, INC.

TRADEMARKS

Trademark	Jurisdiction	Status	Registration Number	Registration Date	Owner Name
TETRA PUREFLOW	U.S. Federal	REGISTERED	6665083	08-MAR-2022	TETRA TECHNOLOGIES, INC.

Trademark	Jurisdiction	Status	Registration Number	Registration Date	Owner Name
Design Only 	U.S. Federal	REGISTERED	6036120	21-APR-2020	TETRA TECHNOLOGIES, INC.
READY CLEAR	U.S. Federal	REGISTERED	5764155	28-MAY-2019	TETRA TECHNOLOGIES, INC.
ADVANCECLEAN	U.S. Federal	REGISTERED	4011701	16-AUG-2011	TETRA TECHNOLOGIES, INC.
TETRA CHEMICALS	U.S. Federal	REGISTERED	3629692	02-JUN-2009	TETRA TECHNOLOGIES, INC.
CV-PRO	U.S. Federal	REGISTERED	3481558	05-AUG-2008	TETRA TECHNOLOGIES, INC.
TP-PRO	U.S. Federal	REGISTERED	3481559	05-AUG-2008	TETRA TECHNOLOGIES, INC.
MATCHWELL	U.S. Federal	REGISTERED	3303254	02-OCT-2007	TETRA TECHNOLOGIES, INC.
SAFEDEFLO	U.S. Federal	REGISTERED	3281260	21-AUG-2007	TETRA TECHNOLOGIES, INC.

Trademark	Jurisdiction	Status	Registration Number	Registration Date	Owner Name
COR-CLEAR	U.S. Federal	REGISTERED	2902887	16-NOV-2004	TETRA TECHNOLOGIES, INC.
THERMAFIX	U.S. Federal	REGISTERED	2824671	23-MAR-2004	TETRA TECHNOLOGIES, INC.
Design Only 	U.S. Federal	REGISTERED	2814544	17-FEB-2004	TETRA TECHNOLOGIES, INC.
TETRA	U.S. Federal	REGISTERED	2771093	07-OCT-2003	TETRA TECHNOLOGIES, INC.
SODEX	U.S. Federal	REGISTERED	2021812	10-DEC-1996	TETRA TECHNOLOGIES, INC.
N-CAL	U.S. Federal	REGISTERED	1970434	23-APR-1996	TETRA TECHNOLOGIES, INC.

TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Status	Application Number	Application Date	Owner Name
TETRA CS NEPTUNE	U.S. Federal	Pending	97938917	16-MAY-2023	TETRA TECHNOLOGIES, INC.

Trademark	Jurisdiction	Status	Application Number	Application Date	Owner Name
TETRA SANDSTORM	U.S. Federal	Pending	97938851	16-MAY-2023	TETRA TECHNOLOGIES, INC.

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

INTELLECTUAL PROPERTY LICENSES OF COPYRIGHTS

None.

ANNEX I TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Assumption Agreement"), dated as of _____, 20____, by _____, a _____ (the "Additional Grantor"), in favor of SILVER POINT FINANCE, LLC, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

PRELIMINARY STATEMENTS

A. TETRA TECHNOLOGIES, INC., a Delaware corporation, the Administrative Agent and the Lenders have entered into a Credit Agreement, dated as of January 12, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, certain Loan Parties have entered into the Intellectual Property Security Agreement, dated as of January 12, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties.

C. The Credit Agreement requires the Additional Grantor to become a party to the Security Agreement and the Intellectual Property Security Agreement.

D. The Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Intellectual Property Security Agreement.

ACCORDINGLY, IT IS AGREED:

1. Security Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 5 of the Intellectual Property Security Agreement, hereby becomes a party to the Intellectual Property Security Agreement as a "Grantor" thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the appropriate Schedules to the Intellectual Property Security Agreement. The Additional Grantor represents and warrants that the information set forth in Annex 1-A attached hereto is true and correct in all respects and sets forth all information required to be scheduled under the Intellectual Property Security Agreement with respect to the Additional Grantor. The Additional Grantor shall take all steps necessary to perfect, in favor of the Administrative Agent, a first-priority security interest in and lien against the Additional Grantor's IP Collateral.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

[ADDITIONAL GRANTOR]

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]