

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Numet Acquisition, Inc.		12/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	131 South Dearborn St., Floor 04		
Internal Address:	Attention: Loan and Agency Servicing		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4290143	NUMET	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23754017		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	01/17/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of December 29, 2023, between Numet Acquisition, Inc., a Delaware corporation (“**Grantor**”), and JPMorgan Chase Bank, N.A. (“**Lender**”).

RECITALS

Grantor is party to that certain Credit and Security Agreement, dated as of December 29, 2023, by and among Grantor, the other Loan Parties from time to time party thereto and Lender (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Credit and Security Agreement**”), pursuant to which Grantor is required to execute and deliver this Agreement.

In consideration of the conditions and agreements set forth in the Credit and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Defined Terms

Unless otherwise defined herein, terms defined in the Credit and Security Agreement and used herein have the meaning given to them in the Credit and Security Agreement.

Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations, Grantor hereby grants to Lender a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means Grantor’s right, title and interest in, to and under all of the following property:

- i. all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- ii. all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- iii. all reissues, continuations or extensions of the foregoing; and
- iv. all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a security interest in any of its right, title or interest in any property that does not constitute Collateral.

Credit and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Credit and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Credit and Security Agreement, the Credit and Security Agreement shall control.


Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by a Responsible Officer as of the date first written above.

NUMET ACQUISITION, INC.,
as Grantor


By: 
Name: Bilal Noor
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008318 FRAME: 0679

ACCEPTED AND AGREED:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: Leigh P. Rose
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Mark	Registration No.	Registration Date
NUMET	4290143	February 12, 2013