# CH \$40.00 68214<sup>.</sup>

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM872368

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tecovas, Inc.		01/26/2024	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	10 S. Dearborn	
Internal Address:	Floor L2	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association: UNITED STATES	

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

Property Type	Number	Word Mark
Registration Number:	6821413	TECOVAS

### **CORRESPONDENCE DATA**

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:** 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/mp
DATE SIGNED:	01/30/2024

### **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 26th day of January, 2024, by and between Tecovas, Inc., a Delaware corporation ("<u>Grantor</u>"), and JPMorgan Chase Bank, N.A., a national banking association, as lender ("<u>Lender</u>")

### PRELIMINARY STATEMENT

The Grantor and Lender have entered into that certain (i) Credit Agreement, dated as of October 5, 2018 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among Grantor, Lender, and the other Loan Parties from time to time party thereto, and (ii) Security Agreement, dated as of October 5, 2018 (as it may be amended, restated, supplemented, or otherwise modified from time to time, the "<u>Security Agreement</u>"), by and among the Grantor, the other grantors from time to time party thereto, and Lender pursuant to which each Grantor is granting a security interest in all or substantially all of its assets, including its Trademarks.

ACCORDINGLY, each Grantor and Lender, on behalf of the Secured Parties, agree as follows:

- 1. <u>Supplement to Security Agreement</u>. This Agreement has been entered into in conjunction with the Security Interest granted to Secured Party under the Security Agreement. The terms of this Agreement are supplemental to and not in replacement of the terms of the Security Agreement, and the rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the Security Agreement. If there is any conflict between this Agreement and the Security Agreement, the Security Agreement will govern.
- 2. <u>Security Interest and Collateral</u>. To secure Grantor's performance of its present and future obligations under the Loan Agreement, Grantor grants Secured Party a security interest in all Grantor's present and future rights and interest in the registered trademarks and trademark applications identified on Schedule 1 to this Agreement, together with the goodwill of the business connected with the use of or symbolized by such registered or applied-for trademarks. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
- 3. <u>General provisions</u>. The provisions of section 6 ("General provisions") of the Security Agreement are incorporated herein by reference, except that the term "Agreement" will mean this Agreement.
- 4. <u>Terms and usages in Security Agreement</u>. All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them in the Security Agreement, except

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that the term "Agreement" will mean this Agreement. Unless otherwise stated or the context clearly requires otherwise, the usage rules set forth in Section 7.2 of the Security Agreement will apply to this Agreement.

- 5. <u>Recording</u>. Grantor authorizes and requests the United States Patent and Trademark Office to record this Trademark Security Agreement.
- 6. <u>Termination</u>. When all the Secured Obligations have been completely and indefeasibly paid and performed in full and Secured Party no longer has a commitment to make any Loan to Grantor, this Agreement will terminate.

[Signature pages follow.]

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.

**GRANTORS:** 

TECOVAS, INC.

Name: James Mann

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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JPMORGAN CHASE BANK, N.A.

Name: Kirsten Videka

Title: Authorized Signatory

# SCHEDULE I

### to

# TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Grantor	Country	Trademark	Application/Registr ation Date	Application/Registrat ion Number
Tecovas, Inc.	USA	TECOVAS	August 16, 2022	6821413
Tecovas, Inc.	USA	DON'T GO GENTLY	March 28, 2023	97860902

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RECORDED: 01/30/2024