

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI49023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Future Fibres Rigging Systems, S.L.U.		02/23/2024	Company: SPAIN
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn St.		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97740163	AEROSIX	
Serial Number:	97720128	FUTUREFIBRES	
Serial Number:	97740356	ECSIX	
CORRESPONDENCE DATA			
Fax Number:	6175025002		
<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:	(617)248-5000		
Email:	PatentDocket@choate.com		
Correspondent Name:	Choate, Hall & Stewart LLP		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011745-0018		
NAME OF SUBMITTER:	CAROLYN BLAKE		
SIGNATURE:	CAROLYN BLAKE		
DATE SIGNED:	02/26/2024		
Total Attachments: 8			
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**CONFIRMATORY GRANT OF SECURITY INTEREST IN
TRADEMARKS, PATENTS AND COPYRIGHTS**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS is entered into as of February 23, 2024 (this “Confirmatory Grant”), between Future Fibres Rigging Systems, S.L.U., a company incorporated under the laws of Spain (the “Grantor”), and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of November 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among NSG (Bermuda) LP, a Bermuda exempted limited partnership having legal personality (“Holdings”), North Technology Group, LLC, a Wisconsin limited liability company (“NTG”), North Actionsports B.V., a company incorporated under Netherlands law (together with NTG, the “Borrowers”), the other Loan Parties (as defined therein) party thereto from time to time, the Administrative Agent, and the Lenders (as defined therein) party thereto from time to time, providing for, among other things, a term loan and revolving credit facility subject to the terms set forth therein;

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), by certain affiliates of the Grantor in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, in connection with the Credit Agreement, the Grantor, among others, has entered into that certain Joinder Agreement, dated as of February 22, 2024 (the “Joinder Agreement”), whereby the Grantor agreed to become a Loan Party and Loan Guarantor for all purposes of the Credit Agreement;

WHEREAS, in connection with the Joinder Agreement, the Grantor, among others, has entered into those certain Pledge Agreement over Quota Shares, Pledge Agreement over Credit Rights, and Pledge Agreement over Credit Rights Arising from Bank Accounts, each dated February 22, 2024 (collectively, the “Spanish Pledge Agreements”); and

WHEREAS, it is required that the Grantor execute and deliver this Confirmatory Grant.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement, the Pledge and Security Agreement or the Spanish Pledge Agreements, as applicable.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby pledges, collaterally 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 in all of the following property of the Grantor:

- (a) all Trademarks owned by the Grantor registered or applied for with the Applicable IP Office (as defined below), including, without limitation, the registrations and applications referred to in Schedule I hereto, but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto (the “Trademark Collateral”);

- (b) all Patents owned by the Grantor registered or applied for in the Applicable IP Office (as defined below), including, without limitation, the patents and patent applications referred to in Schedule II hereto (the “Patent Collateral”);
- (c) all Copyrights owned by the Grantor registered or applied for in the Applicable IP Office, including, without limitation, the copyright applications and registrations referred to in Schedule III hereto (the “Copyright Collateral”, and together with the Trademark Collateral and Patent Collateral, the “Intellectual Property Collateral”; provided that, for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Assets); and
- (d) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For purposes of this Confirmatory Grant:

“Applicable IP Office” means, in the case of Trademarks and Patents, the United States Patent and Trademark Office, and in the case of Copyrights, the United States Copyright Office.

“Copyright” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to copyrights and all mask works, database and design rights, whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith.

“IP Ancillary Rights” means, with respect to any Intellectual Property Collateral, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property Collateral and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property Collateral throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

“Patent” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor.

“Trademark” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

SECTION 3. [Reserved.]

SECTION 4. Termination. This Confirmatory Grant shall terminate, and the Lien on and security interest in the Intellectual Property Collateral shall be released, upon termination of the Credit Agreement pursuant to its express terms and Payment in Full of all Secured Obligations.

SECTION 5. Governing Law. This Confirmatory Grant shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Confirmatory Grant 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 Confirmatory Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

SECTION 7. Release. At the time provided upon the occurrence of an event expressly permitted by the Credit Agreement or other Loan Documents that would result in the release of all or a portion of the Intellectual Property Collateral, all or such applicable portion of the Intellectual Property Collateral shall be automatically released from the Lien created hereby, all without delivery of any instrument or performance of any act by any party, and all rights to such Intellectual Property Collateral shall revert to the Grantor. At the request of Grantor following any such termination, the Administrative Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Confirmatory Grant as of the date first above written.

GRANTOR:

FUTURE FIBRES RIGGING SYSTEMS S.L.U.

By:  _____

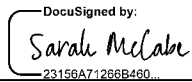
Name: James Austin

Title: Director

[Signature Page to Confirmatory Grant]





TRADEMARK
REEL: 008354 FRAME: 0301

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  _____
Name: Sarah McCabe
Title: Vice President

Schedule I

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date / Expiry Date</u>	<u>Owned / Licensed</u>
Future Fibres Rigging Systems, S.L.U.	RIGPRO HALL SOUTHERNSPARS FUTUREFIBRES 	6115563	August 4, 2020	Owned
Future Fibres Rigging Systems, S.L.U.	AEROSIX 	97740163	January 3, 2023	Owned
Future Fibres Rigging Systems, S.L.U.	FUTURE FIBRES 	97720128	December 15, 2022	Owned
Future Fibres Rigging Systems, S.L.U.	ECSIX 	97740356	January 4, 2023	Owned

Schedule II

Patents

None.

Schedule III

Copyrights

None.