

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI206173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curtis Instruments, Inc.		05/01/2024	Corporation: NEW YORK
Discovery Energy, LLC		05/01/2024	Limited Liability Company: DELAWARE
Heila Technologies, Inc.		05/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 West Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5880928	HEILA NODE	
Registration Number:	5880926	HEILA EDGE	
Registration Number:	6075348	TRIPLE-BALANCE SYSTEM	
Registration Number:	5065743	ENCUBE	
Registration Number:	4942016	U-SPEC	
Registration Number:	4973731	CONFIDANT	
Registration Number:	5680797	FUEL SECURE	
Registration Number:	4692989	POWERSYNC	
Registration Number:	4606448	CONFIDANT	
Registration Number:	3971965	ACCU-FILL	
Registration Number:	3857761	ACUITY	
Registration Number:	3870864	ONCUE	
Registration Number:	3864753	AEGIS	
Registration Number:	3712461	QUICKPACK	
Registration Number:	3962014	SEA SPARES	
Registration Number:	3367821	DECISION-MAKER	
Registration Number:	3364402	MPAC	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3335269	ENGAGE
Registration Number:	3426860	FAST-RESPONSE
Registration Number:	2990598	C
Registration Number:	2979056	ENABLE MOBILITY SYSTEM
Registration Number:	2981664	COURAGE
Registration Number:	2218527	COMMAND
Registration Number:	2250457	COMMAND PRO
Registration Number:	2106968	SEPEX
Serial Number:	97760898	HEILA IQ
Serial Number:	97752149	HEILA
Serial Number:	90762301	EFRAME

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: 8007130755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	05/02/2024

Total Attachments: 7

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TERM LOAN TRADEMARK SECURITY AGREEMENT

TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2024, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement, dated as of May 1, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Term Loan Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, mortgages, charges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, “Trademark Collateral”):

- (a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile, PDF or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, mutatis mutandis.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]

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

Very truly yours,

CURTIS INSTRUMENTS, INC.

By: Tanu Bhati
Name: Tanu Bhati
Title: Treasurer

HEILA TECHNOLOGIES, INC.

By: Tanu Bhati
Name: Tanu Bhati
Title: Treasurer

DISCOVERY ENERGY, LLC

By: Tanu Bhati
Name: Tanu Bhati
Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Taelitha Bonds-Harris

Name: Taelitha Bonds-Harris
Title: Vice President

SCHEDULE I
to
TERM LOAN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Heila Technologies, Inc.	HEILA NODE	5880928	08 Oct 2019
Heila Technologies, Inc.	HEILA EDGE	5880926	08 Oct 2019
¹ Discovery Energy, LLC	TRIPLE-BALANCE SYSTEM	6075348	09 Jun 2020
Discovery Energy, LLC	ENCUBE	5065743	18 Oct 2016
Discovery Energy, LLC	U-SPEC	4942016	19 Apr 2016
Discovery Energy, LLC	CONFIDANT	4973731	07 Jun 2016
Discovery Energy, LLC	FUEL SECURE	5680797	19 Feb 2019
Discovery Energy, LLC	POWERSYNC	4692989	24 Feb 2015
Discovery Energy, LLC	CONFIDANT	4606448	16 Sep 2014
Discovery Energy, LLC	ACCU-FILL	3971965	31 May 2011
Curtis Instruments, Inc.	ACUITY	3857761	05 Oct 2010
Discovery Energy, LLC	ONCUE	3870864	02 Nov 2010
Discovery Energy, LLC	AEGIS	3864753	19 Oct 2010
Discovery Energy, LLC	QUICKPACK	3712461	17 Nov 2009
Discovery Energy, LLC	SEA SPARES	3962014	17 May 2011
Discovery Energy, LLC	DECISION-MAKER	3367821	15 Jan 2008
Discovery Energy, LLC	MPAC	3364402	08 Jan 2008

¹ All Trademark registrations and applications for which the “Owner” is listed as Discovery Energy, LLC have been assigned from Kohler Co. to Discovery Energy, LLC via the Trademark Confirmatory Assignment dated May 1, 2024.

Curtis Instruments, Inc.	ENGAGE	3335269	13 Nov 2007
Discovery Energy, LLC	FAST-RESPONSE	3426860	13 May 2008
Curtis Instruments, Inc.	C Logo (C IN SQUARE DESIGN)	2990598	30 Aug 2005
Curtis Instruments, Inc.	ENABLE MOBILITY SYSTEM & Design	2979056	26 Jul 2005
Discovery Energy, LLC	COURAGE	2981664	02 Aug 2005
Discovery Energy, LLC	COMMAND	2218527	19 Jan 1999
Discovery Energy, LLC	COMMAND PRO	2250457	01 Jun 1999
Curtis Instruments, Inc.	SEPEX (Stylized)	2106968	21 Oct 1997

Trademark Applications:

OWNER	TRADEMARK	APPLICATION NUMBER	FILING DATE
Heila Technologies, Inc.	HEILA IQ	97/760898	19 Jan 2023
Heila Technologies, Inc.	HEILA	97/752149	12 Jan 2023
Discovery Energy, LLC	EFRAME	90/762,301	08 Jun 2021