# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM737336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type				
ESSENTIUM, INC.		06/23/2022	Corporation: DELAWARE				
ESSENTIUM IPHOLDCO, LLC		06/23/2022	Limited Liability Company: DELAWARE				
ESSENTIUM IPCO, LLC		06/23/2022	Limited Liability Company: DELAWARE				

# **RECEIVING PARTY DATA**

Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as the Collateral Agent
Street Address:	214 North Tryon Street, 27th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202-1078
Entity Type:	National Banking Association: UNITED STATES

# **PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	6013958	FUSEBOX
Registration Number:	5921345	ESSENTIUM
Registration Number:	5271359	ESSENTIUM BUILD YOUR WORLD
Registration Number:	5301472	ESSENTIUM FILAMENT
Registration Number:	5415765	MATERIALS GENIUS
Registration Number:	5712487	FLASHFUSE FILAMENT
Registration Number:	6629791	ESSENTIUM DRYBOX
Registration Number:	6641249	INDUSTRIAL ADDITIVE
Registration Number:	6466200	
Registration Number:	6392604	TRIFUSION DEVICES
Serial Number:	88188558	ESSENTIUM HIGH SPEED EXTRUSION
Serial Number:	88285521	ESSENTIUM FILAMENT CARE SYSTEM
Serial Number:	88684970	ESSENTIUM INDUSTRIAL ADDITIVE
Serial Number:	88684981	E ESSENTIUM INDUSTRIAL ADDITIVE
Serial Number:	90726842	ESSENTIUM WRX

Property Type	Number	Word Mark					
Serial Number:	90751738	ESSENTIUMX					
Serial Number:	90168613	ESSENTIUM HSE 180·S					
Serial Number:	90168659	ESSENTIUM HSE					
Serial Number:	90632737	FLASHFUSE					
Serial Number:	97157783	ESSENTIUM					

#### **CORRESPONDENCE DATA**

**Fax Number:** 2125305219

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:** 2125305878

**Email:** dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	32643.00085
NAME OF SUBMITTER:	John Garces
SIGNATURE:	/John Garces/
DATE SIGNED:	06/27/2022

#### **Total Attachments: 5**

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### GRANT OF A SECURITY INTEREST – TRADEMARKS

June 23, 2022

WHEREAS, the grantors listed on the signature pages to the Pledge and Security Agreement (as defined below) (each, a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of June 23, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and permitted assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein *mutatis mutandis* by reference as if fully set forth herein.

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

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IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set above.

## **GRANTORS**:

ESSENTIUM, INC.,

a Delaware corporation

By:

Name: Blake Teipel

Title: President and Secretary

ESSENTIUM IPHOLDCO, LLC,

a Delaware limited liability company

By:

Name: Blake Teipel

Title: President and Secretary

**ESSENTIUM IPCO, LLC,** 

a Delaware limited liability company

By:

Name: Blake Teipel

Title: President and Secretary

**COLLATERAL AGENT:** 

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:

James A. Hanley Name:

Vice President Title:

# SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

[See attached.]

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RECORDED: 06/27/2022

Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	Essentium, Inc.	OWNER
TRIFUSION	ESS stacked logo	FLASHFUSE	ESSENTIUM HSE	ESSENTIUM HSE 180S	EssentiumX	EssentiumWRX	E (stylized logo)	stylized logo for E Essentium Industrial Additive	ESSENTIUM Industrial Additive	Industrial Additive	ESSENTIUM FILAMENT CARE SYSTEM	ESSENTIUM HIGH SPEED EXTRUSION	Essentium DryBox	FlashFuse Filament	MATERIALS GENIUS	ESSENTIUM FILAMENT	ESSENTIUM BUILD YOUR WORLD	ESSENTIUM	FuseBox	MARK
88843965	97157783	90632737	90168659	90168613	90751738	90726842	88776061	88684981	88684970	88684853	88285521	88188558	88838976	87872464	87375717	87375693	87375669	87375750	87320665	APPLICATION NUMBER
3/23/2020	12/6/2021	4/8/2021	9/9/2020	9/9/2020	6/3/2021	5/21/2021	1/28/2020	11/8/2019	11/8/2019	11/8/2019	2/1/2019	11/9/2018	3/18/2020	4/11/2018	3/17/2017	3/17/2017	3/17/2017	3/17/2017	2/1/2017	FILING DATE
6392604	A/N	A/N	A/N	N/A	N/A		6466200	N/A	N/A	6641249	N/A	N/A	6629791	5712487	5415765	5301472	5271359	5921345	6013958	REGISTRATION NUMBER
6/22/2021	N/A	N/A	N/A	N/A	N/A		8/31/2021	N/A	N/A	2/8/2022	N/A	N/A	1/25/2022	4/2/2019	3/6/2018	10/3/2017	8/22/2017	11/26/2019	3/17/2020	ISSUE DATE
Issued	Pending	Allowed	Allowed	Pending	Allowed	Allowed	Issued	Allowed	Allowed	Issued	Allowed	Allowed	Issued	Issued	Issued	Issued	Issued	Issued	Issued	STATUS
United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	JURISDICTION