\$390.00.00 9785197

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI74059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RIDGELINE INTERNATIONAL, LLC		03/06/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	131 S 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: 15

Property Type	Number	Word Mark
Serial Number:	97851972	
Serial Number:	97853995	LIFT
Serial Number:	97842149	UNIVERSE
Serial Number:	97838636	WAYPOINT
Serial Number:	97840231	VANTAGE
Serial Number:	97842475	REACH
Serial Number:	97839915	POLAR
Serial Number:	97836071	IRIS
Serial Number:	97836232	VISION
Serial Number:	97837789	ORBIT
Serial Number:	97837840	ORBIT
Serial Number:	97841816	CONTOUR
Serial Number:	97842507	REACH
Serial Number:	97849788	
Serial Number:	97851869	

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

REEL: 008362 FRAME: 0371

900838560

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: 3127018637

Email: ipdocket@mayerbrown.com,wsiegel@mayerbrown.com

Correspondent Name: Mr. William R. Siegel Address Line 1: 71 S. Wacker Drive

Address Line 2: 42-62

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	24757523
NAME OF SUBMITTER:	William Siegel
SIGNATURE:	William Siegel
DATE SIGNED:	03/06/2024

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "<u>Confirmatory Grant</u>") is made effective as of March 6, 2024 by and from RIDGELINE INTERNATIONAL, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "<u>Grantee</u>") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Grantee and the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of March 6, 2024 (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

WHEREAS, the Grantor, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of March 6, 2024 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.
- (b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

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- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

RIDGELINE INTERNATIONAL, LLC, as a Grantor

Signature Page for Grant of Security Interest in United States Trademarks

> **TRADEMARK REEL: 008362 FRAME: 0375**

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Mark	Application No.	Reg. No.	Reg. Date
RIDGELINE INTERNATIONAL, LLC	CONTOUR (& design)	97851972	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	LIFT	97853995	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	UNIVERSE	97842149	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	WAYPOINT	97838636	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	VANTAGE	97840231	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	REACH	97842475	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	POLAR	97839915	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	IRIS	97836071	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	VISION	97836232	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	ORBIT	97837789	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	ORBIT	97837840	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	CONTOUR	97841816	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	REACH	97842507	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	IRIS (& design)	97849788	N/A	N/A
RIDGELINE INTERNATIONAL, LLC	VANTAGE (& design)	97851869	N/A	N/A

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RECORDED: 03/06/2024