



**Registration of a Charge**

Company Name: **WARRINGTONFIRE TESTING AND CERTIFICATION LIMITED**

Company Number: **11371436**



Received for filing in Electronic Format on the: **29/12/2021**

XAKDU4AZ

**Details of Charge**

Date of creation: **22/12/2021**

Charge code: **1137 1436 0007**

Persons entitled: **ING BANK N.V., LONDON BRANCH**

Brief description: **TRADEMARK OVER TEXT 'WARRINGTONFIRE' REGISTERED AT UNITED STATES PATENT AND TRADEMARK OFFICE - REGISTRATION NUMBER 5728359. FOR MORE DETAILS OF INTELLECTUAL PROPERTY CHARGED PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KIRSTY PARKER**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11371436

Charge code: 1137 1436 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2021 and created by WARRINGTONFIRE TESTING AND CERTIFICATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2021 .

Given at Companies House, Cardiff on 5th January 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated December 22, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ING Bank N.V., London Branch, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Documents and the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement.

WHEREAS, Reference is made to that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among, *inter alios*, Element Materials Technology Group US Holdings Inc., a Delaware corporation (the “Issuer”), Element Materials Technology Limited, a limited company incorporated under the laws of England and Wales (the “Holdings”), Alter Domus, Agency Services (UK) Limited, as Administrative Agent, ING Bank N.V., London Branch, as Collateral Agent, each purchaser from time to time party thereto (the “Purchasers”) and the other parties party thereto., and, pursuant to the Note Purchase Agreement, each Purchaser has agreed to make Notes upon the terms and subject to the conditions set forth in the applicable Note Purchase Agreement to which such Purchaser is a party.

WHEREAS, in connection with the Note Purchase Agreement, the Grantors have entered into the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “\$100,000,000 Note Purchase Agreement Pledge and Security Agreement”) in order to induce the Purchasers to make Notes.

WHEREAS, under the terms of the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the registered Trademarks (as defined in the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral) (the “Collateral”).

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties,

fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Note Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement, the terms of the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the \$100,000,000 Note Purchase Agreement Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


*[Signature Pages Follow]*

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


**Element Materials Technology Minneapolis - Eagan Inc.** (formerly known as Accuratus Lab Services, Inc.), as Grantor

By:   
Name: Jan Patrice Abbs  
Title: Secretary


**Analytical Lab Group, LLC**, as Grantor

By:   
Name: Jan Patrice Abbs  
Title: Secretary


**Element Materials Technology Limited**, as Grantor

By:   
Name: Tom Fountain  
Title: Director

**Element Materials Technology Portland – Evergreen Inc.**, as Grantor

By:   
Name: Jan Patrice Abbs  
Title: Secretary

**Element Materials Technology Minneapolis Inc.** (formerly known as Environ Electronic Laboratories, Inc.), as Grantor

By:   
Name: Jan Patrice Abbs  
Title: Secretary

**Element Materials Technology Cincinnati Inc.**  
(formerly known as Mar-Test Inc.), as Grantor

By: [REDACTED]  
Name: Jan Patrice Abbs  
Title: Secretary

**Element Materials Technology Fort Wayne LLC**  
(formerly known as Element Materials Technology  
Daleville, LLC and Ontario Corporation), as  
Grantor

By: [REDACTED]  
Name: Jan Patrice Abbs  
Title: Secretary

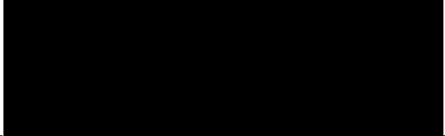
**PCTEST Engineering Laboratory, LLC**  
(formerly known as PCTEST Engineering  
Laboratory, Inc.), as Grantor

By: [REDACTED]  
Name: Jan Patrice Abbs  
Title: Secretary

**Warringtonfire Testing and Certification  
Limited, as Grantor**

By: [REDACTED]  
Name: Tom Fountain  
Title: Director

**ING BANK N.V., LONDON BRANCH,**  
as Collateral Agent,

By: 

Name: Gracinda Araujo  
Title: Authorised Signatory

By: 

Name: Stephanie Boughtwood  
Title: Authorised Signatory

## SCHEDULE A

### United States Trademark Registrations and Trademark Applications

Trademark	Reg. No. / Date	App. No. / Date	Owner
ACCURATUS	4983958 21-JUN- 2016	86373030 21-AUG- 2014	Element Materials Technology Minneapolis – Eagan Inc. (formerly owned by Accuratus Lab Services, Inc.)
COMPLIANCE ON DEMAND	N/A	88197585 16-NOV- 2018	Analytical Lab Group, LLC
HELPING PROTECT LIFE	6043706 28-APR- 2020	88338482 13-MAR- 2019	Analytical Lab Group, LLC
ACCUTEK TESTING LABORATORY	4751594 09-JUN- 2015	86419451 09-OCT- 2014	Element Materials Technology Limited
E	N/A	90030688 01-JUL- 2020	Element Materials Technology Limited
E	4555698 24-JUN- 2014	86115043 11-NOV- 2013	Element Materials Technology Limited
E ELEMENT MATERIALS TECHNOLOGY	4269214 01-JAN- 2013	85423225 15-SEP- 2011	Element Materials Technology Limited
ELEMENT	N/A	90030697 01-JUL- 2020	Element Materials Technology Limited
ELEMENT	6358956 25-MAY- 2021	88681982 06-NOV- 2019	Element Materials Technology Limited
ELEMENT	4379695 06-AUG- 2013	85806438 19-DEC- 2012	Element Materials Technology Limited
ELEMENT	4201924 04-SEP- 2012	85523665 24-JAN- 2012	Element Materials Technology Limited
ELEMENT CERTIFIED	N/A	88820881 04-MAR- 2020	Element Materials Technology Portland -Evergreen Inc
DESIGN ONLY	0756387 10-SEP- 1963	72130787 27-OCT- 1961	Element Materials Technology Minneapolis Inc. (formerly owned by Environ Electronic Laboratories, Inc.)
E	2857622 29-JUN- 2004	76529315 14-JUL- 2003	Element Materials Technology Minneapolis Inc. (formerly owned by Environ Electronic Laboratories, Inc.)
ENVIRON	1945616 02-JAN- 1996	74622472 18-JAN- 1995	Element Materials Technology Minneapolis Inc. (formerly owned by Environ Electronic Laboratories, Inc.)
MAR-TEST	1603138 19-JUN- 1990	73830863 12-OCT- 1989	Element Materials Technology Cincinnati Inc. (previously owned by Mar-Test Inc.)
SHERRY LABORATORIES	2642621 29-OCT- 2002	76344346 03-DEC- 2001	Element Materials Technology Fort Wayne LLC (previously owned by Ontario Corporation)



Trademark	Reg. No. / Date	App. No. / Date	Owner
PCTEST	4939169 19-APR- 2016	86626237 12-MAY- 2015	Pctest Engineering Laboratory, LLC (previously owned by Pctest Engineering Laboratory, Inc.)
PCTEST	4939170 19-APR- 2016	86626253 12-MAY- 2015	Pctest Engineering Laboratory, LLC (previously owned Pctest Engineering Laboratory, Inc.)
WARRINGTONFIRE	5728359 16-APR- 2019	87300817 13-JAN- 2017	Warringtonfire Testing and Certification Limited
BM TRADA	5010433 02-AUG- 2016	85941002 23-MAY- 2013	Warringtonfire Testing and Certification Limited