

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHOALS TECHNOLOGIES GROUP, LLC		05/25/2017	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	MB FINANCIAL BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	1151 State Street
City:	Lemont
State/Country:	ILLINOIS
Postal Code:	60439
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4888156	BLA
Registration Number:	4958415	FLEXLINE
Registration Number:	4981928	HARNESSING YOUR POTENTIAL
Registration Number:	4938630	INTERCONNECT SYSTEM
Registration Number:	4914525	INVENTING SIMPLE
Registration Number:	4927928	LMB
Registration Number:	4927929	LMB
Registration Number:	4888124	MULTILINK
Registration Number:	4884420	NICERACK
Registration Number:	4974335	NICETRACK
Registration Number:	4935174	POWERHOUSE
Registration Number:	3920429	SHOALS CONNECT
Registration Number:	3711105	SHOALS TECHNOLOGIES GROUP HARNESSING YOU
Registration Number:	4944201	SKIDGET
Registration Number:	4930607	SLIMLINE
Registration Number:	4868606	SNAPSHOT
Registration Number:	4864815	SNAPSHOT WIRELESS
Registration Number:	4938781	SNAPSHOT WIRELESS MONITORING
Registration Number:	4827676	STRINGSKID

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4961735	SUPERJUMPER
Serial Number:	87447298	BALANCE ON TRACKER
Serial Number:	87447190	BOT

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmillier@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Joyce Miller

SIGNATURE: /Joyce Miller/

DATE SIGNED: 05/26/2017

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Shoals Technologies Group, LLC, a Tennessee limited liability company (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith, as set forth on Schedule A attached hereto; and

WHEREAS, MB Financial Bank, N.A., as “Administrative Agent” under the Credit Agreement and the Guaranty and Collateral Agreement referred to below (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications (except for Excluded Property as such term is defined in the Guaranty and Collateral Agreement) and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications (except for Excluded Property) and any and all goodwill associated therewith as described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit Agreement, dated as of May 25, 2017, by and among, inter alia, the Grantor, Shoals Intermediate Holdings LLC, Shoals Holdings LLC, Solon, LLC, Shoals Structures, LLC, Shoals Technologies, LLC and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement) and the Guaranty and Collateral Agreement, dated as of May 25, 2017, by and among, inter alia, the Grantor, Shoals Intermediate Holdings LLC, Shoals Holdings LLC, Solon, LLC, Shoals Structures, LLC, Shoals Technologies, LLC and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications (except for Excluded Property) and any and all goodwill associated therewith (the “**Trademarks**”) set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement) of the Trademarks, and (iii) all causes of action, past, present and future, for infringement, or dilution of any of the Trademarks.

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “**Grant of Security Interest**”) is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the Closing Date (as defined in the Credit Agreement).

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement or Guaranty and Collateral Agreement, the provisions of the Credit Agreement or Guaranty and Collateral Agreement, as applicable, shall govern.


This Grant of Security Interest shall be a contract made under and governed by the internal laws of the state of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks
as of the date of the Credit Agreement.

GRANTOR:

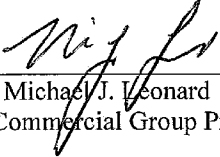
SHOALS TECHNOLOGIES GROUP, LLC,
a Tennessee limited liability company

By: 
Name: Dean Solon
Title: President

[Signature Page Grant of Security Interest in Trademarks]

GRANTEE:

MB FINANCIAL BANK, N.A.,
as Administrative Agent

By: 
Name: Michael J. Leonard
Title: Commercial Group President

[Signature Page Grant of Security Interest in Trademarks]

Schedule A – Trademarks

U.S. Trademark Registrations		
Mark	Serial No. Filing Date	Reg. No. Reg. Date
BLA	86554442 March 5, 2015	4888156 January 19, 2016
FLEXLINE	86585118 April 2, 2015	4958415 May 17, 2016
HARNESSING YOUR POTENTIAL	86743794 September 1, 2015	4981928 June 21, 2016
INTERCONNECT SYSTEM	86551305 March 3, 2015	4938630 April 12, 2016
INVENTING SIMPLE	86317032 June 23, 2014	4914525 March 8, 2016
LMB 	86105315 October 30, 2013	4927928 March 29, 2016
LMB 	86105337 October 30, 2013	4927929 March 29, 2016
MULTILINK	86546702 February 26, 2015	4888124 January 19, 2016
NICERACK	86546678 February 26, 2015	4884420 January 12, 2016
NICETRACK	86546764 February 26, 2015	4974335 June 7, 2016
POWERHOUSE	86577042 March 26, 2015	4935174 April 12, 2016
SHOALS CONNECT	77726563 April 30, 2009	3920429 February 15, 2011
SHOALS TECHNOLOGIES GROUP HARNESSING YOUR POTENTIAL 	77572012 September 17, 2008	3711105 November 17, 2009
SKIDGET	86554415 March 5, 2015	4944201 April 26, 2016
SLIMLINE	86551328 March 3, 2015	4930607 April 5, 2016
SNAPSHOT	86561814 March 12, 2015	4868606 December 8, 2015
SNAPSHOT WIRELESS	86546741 February 26, 2015	4864815 December 1, 2015
SNAPSHOT WIRELESS MONITORING	86765636 September 23, 2015	4938781 April 12, 2016
STRINGSKID	86126487	4827676

U.S. Trademark Registrations		
Mark	Serial No. Filing Date	Reg. No. Reg. Date
	November 22, 2013	October 6, 2015
SUPERJUMPER	86546818 February 26, 2015	4961735 May 17, 2016

U.S. Trademark Applications		
Mark	Serial No. Filing Date	Reg. No. Reg. Date
BALANCE ON TRACKER	87447298 May 12, 2017	N/A
BOT	87447190 May 12, 2012	N/A