

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507948

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Olympia Chimney and Venting, Inc.		01/03/2019	Corporation: PENNSYLVANIA
Copperfield Chimney, LLC		01/03/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deerpath Fund Services, LLC, as Agent
Street Address:	405 Lexington Avenue, 53rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	73791500	COPPERFIELD
Serial Number:	76599220	GELCO
Serial Number:	75418705	GET IT ALL WITH ONE CALL
Serial Number:	74193851	HOMESAVER
Serial Number:	74193903	HOMESAVER
Serial Number:	75516038	HOMESAVER
Serial Number:	75516039	HOMESAVER
Serial Number:	76598448	LOCK-TOP
Serial Number:	76540309	WHEN IT COMES TO KEEPING CRITTERS OUT OF
Serial Number:	76598449	LYEMANCE
Serial Number:	77874352	WOODFIELD
Serial Number:	77875355	WOODFIELD
Serial Number:	77875411	WOODFIELD
Serial Number:	77874533	WOODFIELD
Serial Number:	85067924	COPPERFIELD
Serial Number:	87412172	BIG DRIPPER
Serial Number:	85592568	HYBRID

CH \$615.00 73791500

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85906963	WHITECAPS AN OLYMPIA CHIMNEY BRAND
Serial Number:	85906819	WHITECAPS
Serial Number:	78581648	EVERGUARD
Serial Number:	77721863	GAP COLLAR
Serial Number:	77721791	FUME-FREE
Serial Number:	77531152	V VENTIS
Serial Number:	77518660	VENTIS

CORRESPONDENCE DATA

Fax Number: 7132266397

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: 713-226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	01/30/2019

Total Attachments: 8

source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page1.tif
source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page2.tif
source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page3.tif
source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page4.tif
source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page5.tif
source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page6.tif
source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page7.tif
source=2019-01-03 EXECUTED Patent and Trademark Security Agreement#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2019 (the “**Agreement**”), by and between OLYMPIA CHIMNEY AND VENTING, INC., a Pennsylvania corporation, and COPPERFIELD CHIMNEY, LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), OLYMPIA CHIMNEY SUPPLY HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest

in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

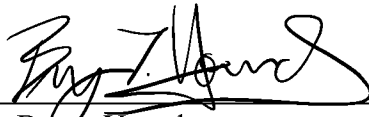
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

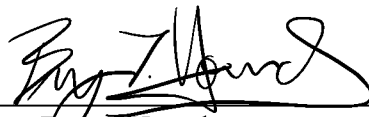
IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

OLYMPIA CHIMNEY AND VENTING, INC.
a Pennsylvania corporation

By: 
Bryan Yourdon
President and Chief Executive Officer

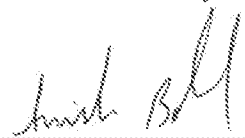
COPPERFIELD CHIMNEY, LLC
a Delaware limited liability company

By: 
Bryan Yourdon
President and Chief Executive Officer

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: _____


Anish Bahl
Chief Financial Officer

Schedule 1
to
Patent and Trademark Security Agreement

Patents:

a. Copperfield Chimney, LLC


PATENT NO.	TITLE	FILING DATE
US6,852,023	Liner Adaptor for Chimneys	January 21, 2003
US6,918,827	Universal Chimney Cap	August 6, 2003
CA2,455,364	Liner Adaptor for Chimneys	January 16, 2004

b. Olympia Chimney and Venting, Inc.

PATENT NO.	APPLICATION NO.	TITLE
Pending	15794974	Flexible Chimney Liner


Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks:

a. Copperfield Chimney, LLC

Mark	Reg. No.	Serial No.	Country
COPPERFIELD	1,583,068	73791500	U.S.
GELCO	2,984,849	76599220	U.S.
GET IT ALL WITH ONE CALL	2,228,253	75418705	U.S.
HOMESAVER	1,740,848	74193851	U.S.
 HOMESAVER	1,702,822	74193903	U.S.
HOMESAVER	2,328,111	75516038	U.S.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006545 FRAME: 0229

 HOME SAVER	2,323,254	75516039	U.S.
LOCK-TOP	2,947,569	76598448	U.S.
WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS!	3,298,445	76540309	U.S.
LYEMANCE	2,984,827	76598449	U.S.
WOODFIELD	3,909,893	77874352	U.S.
WOODFIELD	3,847,356	77875355	U.S.
WOODFIELD	3,814,137	77875411	U.S.
WOODFIELD	3,814,074	77874533	U.S.
COPPERFIELD	3,980,578	85067924	U.S.
LYEMANCE	TMA669037	–	CA
GELCO	TMA667438	–	CA
LOCK-TOP	TMA662676	–	CA

b. Olympia Chimney and Venting, Inc.

Mark	Reg. No.	Serial No.	Country
BIG DRIPPER	5,323,656	87412172	U.S.
HYBRID	4,265,976	85592568	U.S.
WHITECAPS AN OLYMPIA CHIMNEY BRAND	4,447,263	85906963	U.S.
WHITECAPS	4,443,440	85906819	U.S.
EVERGUARD	3,330,892	78581648	U.S.
GAP COLLAR	3,798,448	77721863	U.S.
FUME-FREE	3,765,615	77721791	U.S.
V VENTIS	3,644,813	77531152	U.S.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

VENTIS	3,652,449	77518660	U.S.
--------	-----------	----------	------

Domain Names

anticopperfield.com
anticopperfield.net
chimney.biz
chimneyliner.biz
chimneyliner.com
chimneyliner.info
chimneyliners.com
chimneylining.biz
chimneyproinsurance.com
chimneyreliner.biz
chimneyrelining.biz
chimneyrelining.com
chimneysweepfinder.com
chimneytop.biz
chimneytop.com
cleanchimneys.com
copperfield.biz
copperfield.cc
copperfield.com
copperfield.info
copperfield.xxx
copperfieldsucks.com
copperfieldsucks.net
copyfield.com
copyfield.net

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

olympiachimney.com

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

RECORDED: 01/30/2019

**TRADEMARK
REEL: 006545 FRAME: 0232**