

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cotton Commercial USA, Inc.		12/31/2019	Corporation: TEXAS
Cotton Logistics Inc.		12/31/2019	Corporation: DELAWARE
One Roof Systems, Inc. (dba Cotton Holdings, Inc.)		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4438679	COTTON	
Registration Number:	4585934	ONE LODGE	
Registration Number:	4545231	ONE LODGE	
Registration Number:	5829934	1R	
Registration Number:	5680878	ONE TEAM	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>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.</i>			
Phone:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff		
Address Line 1:	Schulte Roth & Zabel, 919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.1937		
NAME OF SUBMITTER:	Scott Kareff		
SIGNATURE:	/RS for SK/		

CH \$140.00 4438679

DATE SIGNED:	01/02/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Assignment**”) is made as of this 31 day of December, 2019, by each Assignor listed on the signature pages hereof (individually, the “**Assignor**” and collectively, the “**Assignors**”), in favor of **CERBERUS BUSINESS FINANCE AGENCY, LLC**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), by and among Cotton Disaster Solutions Integrated, Inc., a Delaware corporation, as the initial borrower, and immediately upon the consummation of the Cotton Holdings Acquisition (as defined therein), Cotton Holdings, Inc., a Delaware corporation (“**Cotton**”), each Subsidiary of Cotton listed as a “**Borrower**” on the signature pages thereto (together with Cotton and each other Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “**Borrowers**” and each, a “**Borrower**”), Cotton Disaster Solutions Intermediate Holding, LLC, a Delaware limited liability company (“**Parent Holdco**”), each Subsidiary of Parent Holdco from time to time party thereto as a “**Guarantor**” (together with Parent Holdco, each a “**Guarantor**” and collectively, the “**Guarantors**”), the lenders from time to time party thereto (the “**Lenders**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Assignor is required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Each Assignor hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of such Assignor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the “**Trademark Collateral**”):

(a) all of such Assignor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by any Assignor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term “Trademark Collateral” shall be subject in all respects to the provisos set forth at the end of the definition of “Collateral” in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. Security For Obligations. This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by any Assignor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Assignor.

4. Credit Agreement. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. Authorization to Supplement. If any Assignor shall obtain rights to any new Trademarks or Licenses for Trademarks, which constitute Collateral, this Assignment shall automatically apply thereto. Without limiting any Assignor’s obligations under this Section 5, each Assignor hereby authorizes Agent unilaterally to modify this Assignment by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of such Assignor. Notwithstanding the foregoing, no failure to so modify this Assignment or amend **Schedule I** shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

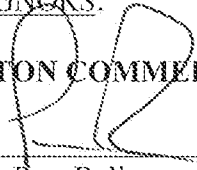
7. Construction. Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.”

The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a whole and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.


ASSIGNORS:


COTTON COMMERCIAL USA, INC.

By: _____
Name: Pete Bell
Title: President and Chief Executive Officer


COTTON LOGISTICS INC.

By: _____
Name: Pete Bell
Title: President and Chief Executive Officer


ONE ROOF SYSTEMS, INC. (dba COTTON HOLDINGS, INC.)

By: _____
Name: Pete Bell
Title: President and Chief Executive Officer

AGENT:

**CERBERUS BUSINESS FINANCE AGENCY,
LLC**



By: _____

Name: Daniel E. Wolf



Title: Senior Managing Director

[Trademark Security Agreement]

**TRADEMARK
REEL: 006829 FRAME: 0346**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Registered Trademarks				
Country	Owner	Trademark	Registration Number	Registration Date
United States	Cotton Commercial USA, Inc.		4438679	November 26, 2013
United States	Cotton Logistics Inc.	One Lodge	4585934	August 12, 2014
United States	Cotton Logistics Inc.		4545231	June 3, 2014
United States	One Roof Systems, Inc. DBA Cotton Holdings, Inc.		5829934	August 6, 2019
United States	Cotton Logistics Inc.	One Team	5680878	February 19, 2019