

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patriot Trinity LLC		12/20/2019	Limited Liability Company: DELAWARE
Patriot Erectors LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Focus Strategies Merchant Investments, LLC		
Street Address:	901 S. Mopac Expwy, Bldg II, Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4944971		
Registration Number:	5184291	PATRIOT ERECTORS, INC.	
Registration Number:	5799051	PATRIOT ERECTORS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5124721400		
Email:	sgray@qsps-law.com		
Correspondent Name:	Queen Saenz + Schutz PLLC		
Address Line 1:	327 Congress Avenue, Suite 220		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	A28740.7		
NAME OF SUBMITTER:	Gary Valdez		
SIGNATURE:	/Gary Valdez/		
DATE SIGNED:	04/23/2020		
Total Attachments: 8			

OP \$90.00 4944971

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE SUBORDINATION PROVISIONS SET FORTH IN THE CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT BY AND AMONG FOCUS STRATEGIES MERCHANT INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, CADENCE BANK, N.A., A NATIONAL BANKING ASSOCIATION, PATRIOT ERECTORS LLC, A DELAWARE LIMITED LIABILITY COMPANY, PATRIOT TRINITY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND PATRIOT PARENT LLC, A DELAWARE LIMITED LIABILITY COMPANY (INCLUDING EACH SUCH PARTY'S SUCCESSORS AND ASSIGNS). IN THE EVENT OF ANY CONFLICT BETWEEN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE SUBORDINATION AND INTERCREDITOR AGREEMENT, THE SUBORDINATION AND INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. A COPY OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT IS ON FILE AT THE OFFICE OF THE ISSUERS HEREOF AND IS AVAILABLE FOR INSPECTION AT SUCH OFFICE.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Intellectual Property Security Agreement") is entered into as of December 20, 2019 by and among FOCUS STRATEGIES MERCHANT INVESTMENTS, LLC ("Lender"), PATRIOT ERECTORS LLC, a Delaware limited liability company ("Erectors") and PATRIOT TRINITY LLC ("Trinity") and, together with Erectors, collectively, "Borrowers" and each, individually, a "Borrower").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Borrowers (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Borrowers dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. Lender is willing to make the Loans to Borrowers, but only upon the condition, among others, that Borrowers shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents and Domain Names to secure the obligations of Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) including that certain Security Agreement dated as of the date hereof between Borrowers and Lender (the "Security Agreement"; capitalized terms used herein without definition shall have the meanings given to them in the Security Agreement), Borrowers have granted to Lender a security interest in all of each Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Lender, Borrowers hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure each Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Borrowers, each Borrower grants and pledges to Lender a security interest in all of each Borrower's right, title and interest in, to and under its Intellectual

Property Collateral (including without limitation those Copyrights, Trademarks, Patents and Domain Names listed on Exhibits A, B, C and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Each Borrower represents and warrants that Exhibits A, B, C and D attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

This Intellectual Property Security Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Lender may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement. Any party sending an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile, pdf, tiff or any other electronic means shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Intellectual Property Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Addresses of Borrowers:

3023 US-290
Dripping Springs, Texas 78620

BORROWERS:

PATRIOT ERECTORS LLC

DocuSigned by:
By: Parley Dixon
Name: Parley Dixon
Title: Chief Executive Officer

PATRIOT TRINITY LLC

DocuSigned by:
By: Parley Dixon
Name: Parley Dixon
Title: Chief Executive Officer

Address of Lender:

901 S. Mopac Expressway
Building II, Suite 350
Austin, TX 78746, 4th Floor

LENDER:

FOCUS STRATEGIES MERCHANT
INVESTMENTS, LLC

By: _____
Name: Gary Valdez
Title: President

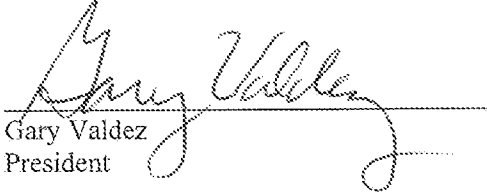
A handwritten signature in cursive script, appearing to read "Gary Valdez", is written over a horizontal line. The signature is fluid and extends slightly below the line.

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks


<u>Borrower Name</u>	<u>App. Ser. No.</u>	<u>Reg. No.</u>	<u>Mark</u>
Patriot Erectors LLC	86/703545	4,944,971	
Patriot Erectors LLC	86/703494	5,184,291	PATRIOT ERECTORS, INC.
Patriot Erectors LLC	88/202116	5,799,051	PATRIOT ERECTORS

EXHIBIT D

Domain Name Registrations

None.