

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foundation Systems of Michigan, LLC		07/09/2020	Limited Liability Company: DELAWARE
Gutter Systems of Michigan, LLC		07/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC
Street Address:	111 S. Wacker Drive
Internal Address:	36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4983996	VAPORLOC ELITE
Registration Number:	5074341	ENERLOC
Registration Number:	5050853	MOISTURELOC
Registration Number:	5770104	BRUTE FORCE PIER
Registration Number:	5770105	ACCU FORCE PIER
Registration Number:	5770106	TERRA FORCE PIER
Registration Number:	5875186	DRIP FREE ALUMINUM GUTTERS
Serial Number:	87591791	LESS THAN EXCEPTIONAL IS NOT ACCEPTABLE
Serial Number:	87767544	PROLOC
Serial Number:	87918503	YARD GUARD

CORRESPONDENCE DATA

Fax Number: 3127069000

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: 3127018209

Email: mmthomas@mayerbrown.com, mdecember@mayerbrown.com

TRADEMARK

Correspondent Name: Madelaine M. Thomas
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 19638403

NAME OF SUBMITTER: Madelaine M. Thomas

SIGNATURE: /Madelaine M. Thomas/

DATE SIGNED: 07/10/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Twin Brook Capital Partners, LLC (“Twin Brook”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Twin Brook, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of January 17, 2020 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- b) all renewals and extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

**FOUNDATION SYSTEMS OF MICHIGAN,
LLC, as Grantor**

By: 

Name: Stephen Frey

Title: Chief Financial Officer

**GUTTER SYSTEMS OF MICHIGAN, LLC,
as Grantor**

By: 

Name: Stephen Frey

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED

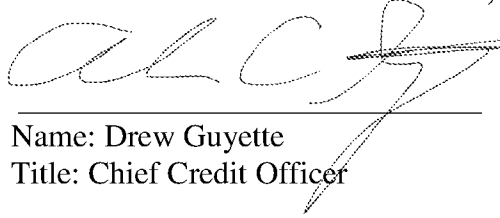
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: _____

Name: Drew Guyette


Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', is written over a horizontal line. The signature is stylized and includes a large, sweeping flourish at the end.

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Owner	Registration No.	Registration Date
VAPORLOC ELITE	Foundation Systems of Michigan, LLC	4983996	6/21/2016
ENERLOC	Foundation Systems of Michigan, LLC	5074341	11/1/2016
MOISTURELOC	Foundation Systems of Michigan, LLC	5050853	9/27/2016
BRUTE FORCE PIER	Foundation Systems of Michigan, LLC	5770104	6/4/2019
ACCU FORCE PIER	Foundation Systems of Michigan, LLC	5770105	6/4/2019
TERRA FORCE PIER	Foundation Systems of Michigan, LLC	5770106	6/4/2019
DRIP FREE ALUMINUM GUTTERS LOGO 	Gutter Systems of Michigan, LLC	5875186	10/1/2019

2. TRADEMARK APPLICATIONS

Title	Owner	Serial No.	Filing Date
LESS THAN EXCEPTIONAL IS NOT ACCEPTABLE	Foundation Systems of Michigan, LLC	87591791	8/31/2017
PROLOC	Gutter Systems of Michigan, LLC	87767544	1/23/2018
YARD GUARD	Gutter Systems of Michigan, LLC	87918503	5/11/2018

3. IP LICENSES

Oral non-exclusive license agreement, effective in or around January 2015, granted by Foundation Systems of Michigan, LLC to Terra Firma Foundation Systems in connection with the use of the VaporLoc Elite, Enerloc, and Moistureloc marks, with Foundation Systems of Michigan, LLC having a right to control the nature and quality of the goods and services offered under such marks.