

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594200

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|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900553483 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------------------|
| North American Roofing Services, LLC | | 11/14/2018 | Limited Liability Company: DELAWARE |
| North American Roofing Intermediate Holdings, LLC | | 11/14/2018 | Limited Liability Company: DELAWARE |
| Universal Direct Transportation, LLC | | 11/14/2018 | Limited Liability Company: DELAWARE |
| North American Roofing Management Employment Services Company, Inc. | | 11/14/2018 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Brightwood Loan Services LLC, as Collateral Agent |
| Street Address: | 810 Seventh Avenue, 26th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------------|
| Registration Number: | 4434731 | |
| Registration Number: | 4311340 | NORTHSTAR |
| Registration Number: | 3972379 | NORTH AMERICAN ROOFING |

CORRESPONDENCE DATA

Fax Number: 6142243246
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: 614-462-1093
Email: ipdocketcolumbus@icemiller.com
Correspondent Name: Ice Miller LLP
Address Line 1: 1500 Broadway, Suite 2900
Address Line 4: New York, NEW YORK 10036

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 059579.00003 |
| NAME OF SUBMITTER: | Barbara Bacon |
| SIGNATURE: | /Barbara Bacon/ |
| DATE SIGNED: | 08/26/2020 |

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 14, 2018 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 14, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States copyrights, including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all issued patents and patent applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective

marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the U.S. federal trademark and service mark registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **"Trademarks"**).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor has executed this Agreement as of the date first written above.

NORTH AMERICAN ROOFING SERVICES,
LLC

By: Michelle Youngblood
Name: Michelle Youngblood
Title: Controller

NORTH AMERICAN ROOFING
INTERMEDIATE HOLDINGS, LLC

By: Michelle Youngblood
Name: Michelle Youngblood
Title: Controller

UNIVERSAL DIRECT TRANSPORTATION,
LLC

By: Michelle Youngblood
Name: Michelle Youngblood
Title: Controller

NORTH AMERICAN ROOFING
MANAGEMENT EMPLOYMENT SERVICES
COMPANY, INC.

By: Michelle Youngblood
Name: Michelle Youngblood
Title: Controller

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT


1. Copyrights

None.

2. Patents

None.

3. Trademarks

| OWNER | TRADEMARKS AND TRADEMARK APPLICATIONS | SERIAL NO. | FILING DATE | REGISTRATION NO. | FILING DATE | STATUS |
|--------------------------------------|---|------------|-------------|------------------|-------------|--------|
| North American Roofing Services, LLC | Design Only  | 85661713 | 06/26/12 | 4434731 | 11/19/13 | Live. |
| North American Roofing Services, LLC | NORTHSTAR | 85316942 | 05/10/11 | 4311340 | 04/02/13 | Live. |
| North American Roofing Services, LLC | NORTH AMERICAN ROOFING | 77877286 | 11/20/09 | 3972379 | 06/07/11 | Live. |