

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597930

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Amended Restated Security Interest (Reel 6921/0729)		
<b>RESUBMIT DOCUMENT ID:</b>	900563491		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Focus Strategies Merchant Investments LLC		08/04/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FOCUS STRATEGIES CAPITAL ADVISORS LLC		
<b>Street Address:</b>	901 S MOPAC EXPWY, BLDG II, SUITE 350		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78746		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4944971		
<b>Registration Number:</b>	5184291	PATRIOT ERECTORS, INC.	
<b>Registration Number:</b>	5799051	PATRIOT ERECTORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(512) 472-1400		
<b>Email:</b>	paralegal@qsps-law.com		
<b>Correspondent Name:</b>	Queen Saenz + Schutz, PLLC		
<b>Address Line 1:</b>	327 Congress Avenue, Suite 220		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	F. Gary Valdez		
<b>SIGNATURE:</b>	/F. Gary Valdez/		
<b>DATE SIGNED:</b>	09/16/2020		
<b>Total Attachments: 13</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “*Assignment*”) is effective as of August 4, 2020 by and between Focus Strategies Capital Advisors, LLC, a Texas limited liability company (“*Assignee*”), whose principal place of business is 901 S. Mopac Expwy, Bldg II, Suite 350, Austin, Texas 78746, and Focus Strategies Merchant Investments, LLC, a Texas limited liability company (“*Assignor*”), whose principal place of business is 901 S. Mopac Expwy, Bldg II, Suite 350, Austin, Texas 78746.

### RECITALS

**WHEREAS**, Assignee and Assignor have entered into that certain Contribution Agreement, dated March 31, 2020 (the “*Contribution Agreement*”), pursuant to which Assignor has assigned to Assignee certain debt investments of Assignor, including all of Assignor’s rights in the IPSA (as defined below);

**WHEREAS**, Assignor, Patriot Erectors LLC, a Delaware limited liability company (“*Erectors*”), and Patriot Trinity LLC, a Delaware limited liability company (“*Trinity*” and, together with Erectors, the “*Grantors*”) entered into that certain Intellectual Property Security Agreement dated December 20, 2019 (the “*IPSA*”), pursuant to which each Grantor granted to Assignor a security interest in all of such Grantor’s Intellectual Property Collateral (including, without limitation, the Trademarks described on Schedule A attached hereto) (the “*Assigned Security Interest*”)

**WHEREAS**, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the IPSA; and

**WHEREAS**, effective as of March 31, 2020 (the “*Effective Date*”), the Assignor desires to assign to the Assignee, and the Assignee desires to assume the Assignor’s right, title and interest in and to the IPSA, including without limitation the Assigned Security Interest, and has agreed to execute this Assignment for recording with the United States Patent and Trademark Office;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and set forth in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Effective as of the Effective Date, the Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby acquires, assumes and accepts from Assignor, any and all of the Assignor’s right, title and interest in the IPSA, including the Assigned Security Interest.

2. Assignor hereby authorizes and requests the officials of any applicable governmental authorities including, but not limited to, the USPTO, to record and register Assignee as assignee and owner of entire rights, titles and interests in, to and under the IPSA (including the Assigned Security Interest) that Assignor sells, conveys, contributes, transfers, assigns and delivers to Assignee under this Assignment.

3. This Assignment is subject to the Contribution Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Contribution Agreement, which terms are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Without limiting the foregoing, this Assignment is not intended in any way to supersede, limit, qualify or expand any provision of the Contribution Agreement.

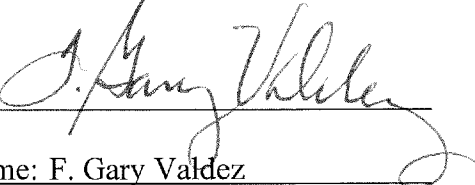
4. This Assignment shall be governed and construed by and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

5. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

*[Signature page follows]*

**IN WITNESS HEREOF**, the parties hereto have executed and delivered this Assignment to be effective as of the Effective Date.

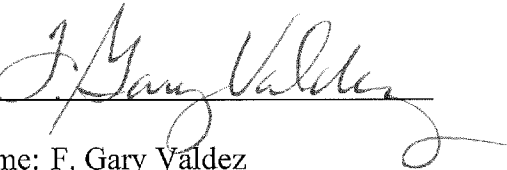
**FOCUS STRATEGIES CAPITAL ADVISORS, LLC**

By: 

Name: F. Gary Valdez

Title: Manager

**FOCUS STRATEGIES MERCHANT INVESTMENTS, LLC**

By: 


Name: F. Gary Valdez

Title: Manager

*[Signature Page to Assignment & Assumption Agreement]*

**SCHEDULE A**

**Trademarks**

<b><u>Borrower Name</u></b>	<b><u>App. Ser. No.</u></b>	<b><u>Reg. No.</u></b>	<b><u>Mark</u></b>
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

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  
03C8304E159547E...  
Name: Parley Dixon  
Title: Chief Executive Officer

PATRIOT TRINITY LLC

DocuSigned by:  
By: Parley Dixon  
03C8304E159547E...  
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 beyond the line on both sides.

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.



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 01, 2020

PTAS

QUEEN SAENZ + SCHUTZ, PLLC  
327 CONGRESS AVENUE, SUITE 220  
AUSTIN, TX 78701



900563491

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060(a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, October 1, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900563491**  
**Access Code: 4L9SP6EFOGXUPDO**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAZENA MARTIN  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION