

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelly Roofing, LLC		09/25/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	10333 North Meridian Street		
Internal Address:	Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	STATE BANKING INSTITUTION: INDIANA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88865708	TOP FLASHING KEEP THE WATER ON TOP	
Serial Number:	88865695	TOP FLASHING	
Registration Number:	6052074	ROOF RAIN	
Registration Number:	6052071	ROOF RAIN ALGAE PREVENTION SOLUTION	
Registration Number:	6018868	ROOFIVERSARY DOUBLE THE LIFE OF YOUR ROO	
Registration Number:	6018861	ROOFIVERSARY	
Serial Number:	90127566	KELLY ROOFING HYBRID TILE INSTALLATION	
Serial Number:	90115325	DOUBLE YOUR ROOF'S LIFE	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	3172386304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		

OP \$215.00 88865708

NAME OF SUBMITTER:	Robert J. Goode
SIGNATURE:	/Robert J. Goode/
DATE SIGNED:	09/25/2020
Total Attachments: 3 source=Tab No. 10 - Trademark Security Agreement [Kelly Roofing LLC] (First Merchants Bank - Kelly Roofing)#page1.tif source=Tab No. 10 - Trademark Security Agreement [Kelly Roofing LLC] (First Merchants Bank - Kelly Roofing)#page2.tif source=Tab No. 10 - Trademark Security Agreement [Kelly Roofing LLC] (First Merchants Bank - Kelly Roofing)#page3.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of September 25, 2020, by **KELLY ROOFING, L.L.C.**, a Florida limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290 and its successors and assigns (the "Lender").

RECITALS

A. Grantor has executed and delivered to Lender a Continuing Guaranty Agreement dated as of the date hereof (the "Guaranty") relating to the indebtedness and other obligations of **KELLY ROOFING HOLDING CORP.** to Lender.

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Guaranty.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and the Security Agreement.

In consideration of the mutual agreements set forth herein and in the Guaranty, the Grantor does hereby confirm its grant to Lender of a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 1** and any trademark licensed under any trademark license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

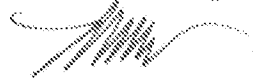
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any "intent-to-use" application for registration of a Trademark.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

KELLY ROOFING, L.L.C.,
a Florida limited liability company



By: _____
Robert D. Erwin, President

SCHEDULE 1

Name	US Registration	Serial Number	Registered Owner
TOP FLASHING KEEP THE WATER ON TOP (design)		88865708	Kelly Roofing, LLC
TOP FLASHING		88865695	Kelly Roofing, LLC
ROOF RAIN	6052074	88630622	Kelly Roofing, LLC
ROOF RAIN ALGAE PREVENTION SOLUTION (design)	6052071	88630587	Kelly Roofing, LLC
ROOFIVERSARY DOUBLE THE LIFE OF YOUR ROOF (design)	6018868	88602694	Kelly Roofing, LLC
ROOFIVERSARY	6018861	88602551	Kelly Roofing, LLC
KELLY ROOFING HYBRID TILE INSTALLATION		9127566	Kelly Roofing, LLC
DOUBLE YOUR ROOF'S LIFE		90115325	Kelly Roofing, LLC