

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599670

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kelly Roofing IP, LLC		09/25/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Merchants Bank		
<b>Street Address:</b>	10333 North Meridian Street		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46290		
<b>Entity Type:</b>	STATE BANKING INSTITUTION: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5460709	KELLY ROOFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3172386304		
<b>Email:</b>	rgoode@kdlegal.com		
<b>Correspondent Name:</b>	Robert J. Goode		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Robert J. Goode		
<b>SIGNATURE:</b>	/Robert J. Goode/		
<b>DATE SIGNED:</b>	09/25/2020		
<b>Total Attachments: 3</b>			
source=Tab No. 12 - Trademark Security Agreement [Kelly Roofing IP] (First Merchants Bank - Kelly Roofing)#page1.tif			
source=Tab No. 12 - Trademark Security Agreement [Kelly Roofing IP] (First Merchants Bank - Kelly Roofing)#page2.tif			

OP \$40.00 5460709



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of September 25, 2020, by **KELLY ROOFING IP, LLC**, 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").

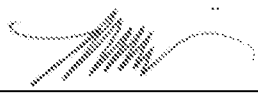
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any "intent-to-use" application for registration of a Trademark.

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 IP, LLC,**  
a Florida limited liability company

By:  \_\_\_\_\_  
Robert D. Erwin, President

**SCHEDULE 1**

Name	US Registration	Serial Number	Registered Owner
KELLY ROOFING (design)	5460709	87541863	Kelly Roofing IP, LLC