

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM606099

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eastern Wholesale Fence LLC		10/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayne Senior Credit IV Loanco, LLC, as Collateral Agent		
<b>Street Address:</b>	477 Madison Avenue		
<b>Internal Address:</b>	19th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3426413	EASTERN	
Registration Number:	1587437	EASTERN	
Registration Number:	3426417	EASTERN	
Registration Number:	3483669	EASTERN FENCE	
Registration Number:	3483661	EASTERN FENCE	
Registration Number:	3483659	EASTERN WHITE CEDAR STOCKADE · CUSTOM WO	
Registration Number:	3475189	EVERSTRONG	
Registration Number:	3479399	EVERSTRONG PROFILES	
Registration Number:	4122551	GRAND ILLUSIONS COLOR SPECTRUM	
Registration Number:	5691670	GRAND ILLUSIONS COLOR SPECTRUM	
Registration Number:	4126287	GRAND ILLUSIONS VINYL WOODBOND	
Registration Number:	5690968	GRAND ILLUSIONS VINYL WOODBOND	
Registration Number:	3426306	ILLUSIONS	
Registration Number:	3426307	ILLUSIONS	
Registration Number:	3519124	JUST BUILT BETTER	
Registration Number:	3610668	QUICKSHIP	
Registration Number:	4075024	SKY2BLUE SHIELD	
<b>TRADEMARK</b>			

OP \$490.00 3426413

Property Type	Number	Word Mark
Registration Number:	4129359	SKY2BLUE SHIELD
Registration Number:	5690973	SYSTEM21 COLOR CHAIN LINK FENCE

#### CORRESPONDENCE DATA

**Fax Number:** 6172484000

*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:** 617-248-5000

**Email:** tmadmin@choate.com

**Correspondent Name:** Daniel L. Scales

**Address Line 1:** Two International Place

**Address Line 2:** Choate, Hall & Stewart, LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	2004103-0028
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales
<b>SIGNATURE:</b>	/daniel l. scales/
<b>DATE SIGNED:</b>	10/30/2020

#### Total Attachments: 8

source=Kayne -- EWF - Trademark Security Agreement (executed)#page1.tif  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2020 (this "Security Agreement"), is made by Eastern Wholesale Fence LLC, a Delaware limited liability company (the "Grantor"), in favor of Kayne Senior Credit IV Loanco, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Eastern CR Intermediate Holdco, Inc., a Delaware corporation ("Holdings"), Eastern CR Purchaser, Inc., a Delaware corporation ("Merger Sub") and, at all times prior to the Closing Date Assumption, the "Borrower", Eastern Acquisition Company, Inc., a Delaware corporation (the "Closing Date Target") and at all times from and after the Closing Date Assumption, the "Borrower") and Eastern Wholesale Fence LLC, a Delaware limited liability company ("Eastern OpCo") have entered into that certain Credit Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the Lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and Holdings have entered into that certain Guaranty and Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**      **Defined Term.** 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.** The 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 pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all of the following property:

(a) all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether registered or unregistered, owned by such Grantor, and all registrations and applications for the foregoing owned by such Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant or attachment of a security interest therein would impair the

validity or enforceability or result in the cancellation or voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law (the "Trademark Collateral").

**Section 3**      **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Termination.** This Security Agreement shall terminate, and the Lien on and security interest in the Trademark Collateral shall be released, upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.


**Section 5**      **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6**      **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the 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.

**EASTERN WHOLESALE FENCE LLC,**  
as the Grantor

By:   
Name: Peter E. Williams, Jr.  
Title: Authorized Representative

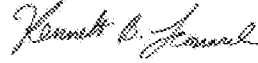
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007092 FRAME: 0523**

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

**KAYNE SENIOR CREDIT IV LOANCO, LLC**



By: \_\_\_\_\_




Name: Ken Leonard




Title: Authorized Signatory

# SCHEDULE I




## Trademarks

### I. REGISTERED AND ISSUED TRADEMARKS

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
Eastern Wholesale Fence LLC	EASTERN	RN: 3426413	May 13, 2008	Renewed May 13, 2018	Owned
Eastern Wholesale Fence LLC	EASTERN and Design 	RN: 1587437	March 20, 1990	Renewed March 20, 2018	Owned
Eastern Wholesale Fence LLC	EASTERN and Design 	RN: 3426417	May 13, 2008	Renewed May 13, 2018	Owned
Eastern Wholesale Fence LLC	EASTERN FENCE	RN: 3483669	August 12, 2008	Renewed August 12, 2018 Disclaimer: "FENCE"	Owned
Eastern Wholesale Fence LLC	EASTERN FENCE and Design 	RN: 3483661	August 12, 2008	Renewed August 12, 2018 Disclaimer: "FENCE"	Owned
Eastern Wholesale Fence LLC	EASTERN WHITE CEDAR STOCKADE · CUSTOM WOOD · TONGUE & GROOVE · EASTERN	RN: 3483659	August 12, 2008	Renewed August 12, 2018 Disclaimer: "WHITE CEDAR," "STOCKADE," "CUSTOM WOOD," "TONGUE &	Owned

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
	FENCE and Design 			GROOVE” and “FENCE”	
Eastern Wholesale Fence LLC	EVERSTRONG	RN: 3475189	July 29, 2008	Renewed July 29, 2018	Owned
Eastern Wholesale Fence LLC	EVERSTRONG PROFILES and Design 	RN: 3479399	August 5, 2008	Renewed August 5, 2018  Disclaimer: “PROFILES”	Owned
Eastern Wholesale Fence LLC	GRAND ILLUSIONS COLOR SPECTRUM	RN: 4122551	April 3, 2012	Registered 8 & 15 April 9, 2018  Disclaimer: “COLOR”	Owned
Eastern Wholesale Fence LLC	GRAND ILLUSIONS COLOR SPECTRUM and Design 	RN: 5691670	March 5, 2019	Registered  Disclaimer: “COLOR”	Owned
Eastern Wholesale Fence LLC	GRAND ILLUSIONS VINYL WOODBOND	RN: 4126287	April 10, 2012	Registered 8 & 15 April 18, 2018  Disclaimer: “VINYL”	Owned
Eastern Wholesale Fence LLC	GRAND ILLUSIONS VINYL	RN: 5690968	March 5, 2019	Registered	Owned



<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
	WOODBOND and Design 			Disclaimer: “VINYL”	
Eastern Wholesale Fence LLC	ILLUSIONS	RN: 3426306	May 13, 2008	Renewed May 13, 2018	Owned
Eastern Wholesale Fence LLC	ILLUSIONS (Stylized) 	RN: 3426307	May 13, 2008	Renewed May 13, 2018	Owned
Eastern Wholesale Fence LLC	JUST BUILT BETTER	RN: 3519124	October 21, 2008	Renewed October 21, 2018	Owned
Eastern Wholesale Fence LLC	QUICKSHIP	RN: 3610668	April 21, 2009	Renewed Supplemental Register April 21, 2019	Owned
Eastern Wholesale Fence LLC	SKY2BLUE SHIELD	RN: 4075024	December 20, 2011	Registered 8 & 15 December 28, 2017	Owned
Eastern Wholesale Fence LLC	SKY2BLUE SHIELD and Design 	RN: 4129359	April 17, 2012	Registered 8 & 15 January 2, 2018	Owned
Eastern Wholesale Fence LLC	SYSTEM21 COLOR CHAIN LINK FENCE	RN: 5690973	March 5, 2019	Registered  Disclaimer: “COLOR CHAIN LINK FENCE”	Owned

II. TRADEMARK APPLICATIONS

None.