

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM614263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shoals Technologies Group, LLC		11/25/2020	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	50 South Sixth street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5643993	MONITORING YOUR POTENTIAL
Registration Number:	5482639	POWERROPE
Registration Number:	5415896	BALANCE ON TRACKER
Registration Number:	5415895	BOT
Registration Number:	4981928	HARNESSING YOUR POTENTIAL
Registration Number:	4974335	NICETRACK
Registration Number:	4958415	FLEXLINE
Registration Number:	4961735	SUPERJUMPER
Registration Number:	4944201	SKIDGET
Registration Number:	4938781	SNAPSHOT WIRELESS MONITORING
Registration Number:	4935174	POWERHOUSE
Registration Number:	4938630	INTERCONNECT SYSTEM
Registration Number:	4930607	SLIMLINE
Registration Number:	4927929	LMB
Registration Number:	4927928	LMB
Registration Number:	4914525	INVENTING SIMPLE
Registration Number:	4888156	BLA
Registration Number:	4888124	MULTILINK

OP \$615.00 5643993

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4884420	NICERACK
Registration Number:	4868606	SNAPSHOT
Registration Number:	4864815	SNAPSHOT WIRELESS
Registration Number:	4827676	STRINGSKID
Registration Number:	3920429	SHOALS CONNECT
Registration Number:	3711105	SHOALS TECHNOLOGIES GROUP HARNESSING YOU

CORRESPONDENCE DATA
Fax Number: 7045032622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.515108
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	12/14/2020

Total Attachments: 6
source=Blackstone_Shoals - Trademark Security Agreement [Executed]#page1.tif
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TRADEMARK SECURITY AGREEMENT

November 25, 2020

WHEREAS, Shoals Technologies Group, LLC, a Tennessee limited liability company (herein referred to as the “**Grantor**”) owns, the Trademark Collateral (as defined below);

WHEREAS, Shoals Holdings LLC, a Delaware limited liability company (the “**Borrower**”), Shoals Intermediate Holdings LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of November 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of November 25, 2020, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby 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. In the event of a

conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

[Remainder of Page Intentionally Left Blank]

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

SHOALS TECHNOLOGIES GROUP, LLC,
a Tennessee limited liability company

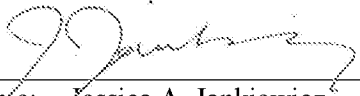
By: 
Name: Jason Whitaker
Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____


Name: Jessica A. Jankiewicz
Title: Assistant Vice President

**Schedule 1
to Trademark
Security Agreement**

SHOALS TECHNOLOGIES GROUP, LLC

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>App. No./ Date</u>	<u>Reg. No./Date</u>	<u>Owner on Record</u>
MONITORING YOUR POTENTIAL	87179508 September 22, 2016	5643993 January 1, 2019	Shoals Technologies Group, LLC
POWERROPE	87543126 July 26, 2017	5482639 May 29, 2018	Shoals Technologies Group, LLC
BALANCE ON TRACKER	87447298 May 12, 2017	5415896 March 6, 2018	Shoals Technologies Group, LLC
BOT	87447190 May 12, 2017	5415895 March 6, 2018	Shoals Technologies Group, LLC
HARNESSING YOUR POTENTIAL	86743794 September 1, 2015	4981928 June 21, 2016	Shoals Technologies Group, LLC
NICETRACK	86546764 February 26, 2015	4974335 June 7, 2016	Shoals Technologies Group, LLC
FLEXLINE	86585118 April 2, 2015	4958415 May 17, 2016	Shoals Technologies Group, LLC
SUPERJUMPER	86546818 February 26, 2015	4961735 May 17, 2016	Shoals Technologies Group, LLC
SKIDGET	86554415 March 5, 2015	4944201 April 26, 2016	Shoals Technologies Group, LLC
SNAPSHOT WIRELESS MONITORING	86765636 September 23, 2015	4938781 April 12, 2016	Shoals Technologies Group, LLC
POWERHOUSE	86577042 March 26, 2015	4935174 April 12, 2016	Shoals Technologies Group, LLC
INTERCONNECT SYSTEM	86551305 March 3, 2015	4938630 April 12, 2016	Shoals Technologies Group, LLC
SLIMLINE	86551328 March 3, 2015	4930607 April 5, 2016	Shoals Technologies Group, LLC
LMB Design 	86105337 October 30, 2013	4927929 March 29, 2016	Shoals Technologies Group, LLC

<u>Trademark</u>	<u>App. No. / Date</u>	<u>Reg. No. / Date</u>	<u>Owner on Record</u>
LMB Design 	86105315 October 30, 2013	4927928 March 29, 2016	Shoals Technologies Group, LLC
INVENTING SIMPLE	86317032 June 23, 2014	4914525 March 8, 2016	Shoals Technologies Group, LLC
BLA	86554442 March 5, 2015	4888156 January 19, 2016	Shoals Technologies Group, LLC
MULTILINK	86546702 February 26, 2015	4888124 January 19, 2016	Shoals Technologies Group, LLC
NICERACK	86546678 February 26, 2015	4884420 January 12, 2016	Shoals Technologies Group, LLC
SNAPSHOT	86561814 March 12, 2015	4868606 December 8, 2015	Shoals Technologies Group, LLC
SNAPSHOT WIRELESS	86546741 February 26, 2015	4864815 December 1, 2015	Shoals Technologies Group, LLC
STRINGSKID	86126487 November 22, 2013	4827676 October 6, 2015	Shoals Technologies Group, LLC
SHOALS CONNECT	77726563 April 30, 2009	3920429 February 15, 2011	Shoals Technologies Group, LLC
SHOALS TECHNOLOGIES GROUP Design 	77572012 September 17, 2008	3711105 November 17, 2009	Shoals Technologies Group, LLC