

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621605

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RE Tech Advisors, LLC | | 12/16/2020 | Limited Liability Company: VIRGINIA |
| Therma LLC | | 12/16/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC, as collateral agent | | |
| Street Address: | 520 Madison Avenue, 16th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4113731 | T | |
| Registration Number: | 4123854 | THERMA | |
| Registration Number: | 4928958 | BENCHSMART | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125305219 | | |
| <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: | 2125305243 | | |
| Email: | dcip@milbank.com, ehyla@milbank.com | | |
| Correspondent Name: | Eric Hyla, Esq. | | |
| Address Line 1: | 55 Hudson Yards | | |
| Address Line 2: | Milbank, LLP | | |
| Address Line 4: | New York, NEW YORK 10001-2163 | | |
| ATTORNEY DOCKET NUMBER: | 32643.00018 | | |
| NAME OF SUBMITTER: | Eric Hyla | | |
| SIGNATURE: | /Eric Hyla/ | | |
| DATE SIGNED: | 01/21/2021 | | |

CH \$90.00 4113731

Total Attachments: 5

source=7. Project Redwood - Trademark Security Agreement [Executed]#page1.tif

source=7. Project Redwood - Trademark Security Agreement [Executed]#page2.tif

source=7. Project Redwood - Trademark Security Agreement [Executed]#page3.tif

source=7. Project Redwood - Trademark Security Agreement [Executed]#page4.tif

source=7. Project Redwood - Trademark Security Agreement [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 16, 2020, by Therma LLC and RE Tech Advisors, LLC (the “**Grantors**”), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to a Security Agreement dated as of December 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under:

(a) all Trademark registrations and applications of each such Grantor listed on Schedule I attached hereto (the “**Pledged Trademarks**”).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by each such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

RE TECH ADVISORS, LLC,
as a Grantor

By: 
Name: Deborah Cloutier
Title: President

THERMA LLC,
as a Grantor

By: _____
Name: Jeffrey Sprau
Title: Chief Executive Officer

RE TECH ADVISORS, LLC,
as a Grantor

By: _____
Name: Deborah Cloutier
Title: President

THERMA LLC,
as a Grantor

By: _____
Name: Jeffrey Sprau
Title: Chief Executive Officer


2007 W. 12th Street, Suite 100
Portland, Oregon 97204

By: _____
Name: _____
Title: _____

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: John Koehler
Title: Managing Director

**Schedule I
Trademark Registrations and Applications**

| Country | Trademark | Appl. No. / Reg. No. | Owner |
|------------|---|-----------------------------|-----------------------|
| US Federal | T and Design  | RN: 4113731 SN: 85080328 | Therma LLC |
| US Federal | THERMA | RN: 4123854 SN: 85080324 | Therma LLC |
| US Federal | BenchSMART | RN: 4928958 SN: 86569388 | RE Tech Advisors, LLC |