

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Structural Systems, Inc.		05/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	2777 East Camelback Road, Suite 350		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90544889	INNOVATIVE STRUCTURAL SYSTEMS	
Serial Number:	88709023	QUADBRACE	
CORRESPONDENCE DATA			
Fax Number:	3127155000		
	<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:	602.229.5228		
Email:	tm-dept@quarles.com, heather.buchta@quarles.com, ashlie.smith@quarles.com, veronica.brooks@quarles.com		
Correspondent Name:	Heather L. Buchta at Quarles & Brady LLP		
Address Line 1:	1 Renaissance Square, 2 N Central Avenue		
Address Line 4:	Phoenix, ARIZONA 85004-2391		
ATTORNEY DOCKET NUMBER:	ISS to UMB 137268.00031		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	05/28/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of May 27, 2021, is made by Innovative Structural Systems, Inc., a Delaware corporation (“**Grantor**”) in favor of UMB Bank, N.A., a national banking association, as Administrative Agent for the Lenders party to the Credit Agreement (as defined hereinafter) (the “**Administrative Agent**”).

Grantor, the other Borrowers party thereto, Administrative Agent, and certain Lenders have entered into (i) a Credit Agreement dated as of the date hereof (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, or supplemented, referred to as the “**Credit Agreement**”); and (ii) a Security Agreement dated of the date hereof (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, or supplemented, referred to as the “**Security Agreement**”).

Under the terms of the Credit Agreement and Security Agreement, Grantor has granted to Administrative Agent, for the benefit of Lenders, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Administrative Agent therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Administrative Agent, for the benefit of Lenders, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Administrative Agent's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Arizona.

[signature page to follow]

Grantor and Administrative Agent have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

ADMINISTRATIVE AGENT:

UMB BANK, N.A., a national banking association

By:  _____

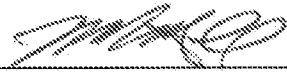
Print Name: Kyle McMillian

Title: Senior Vice President

Grantor and Administrative Agent have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR

**INNOVATIVE STRUCTURAL SYSTEMS,
INC.,** a Delaware corporation

By:  _____

Print Name: Michael R. Hill

Title: Chairman, President, Secretary and
Treasurer

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Application #	Filing Date	Owner
INNOVATIVE STRUCTURAL SYSTEMS	90544889	February 24, 2021 Registration Pending	Innovative Structural Systems, Inc.
QUADBRACE	88709023	November 27, 2019 Registration Pending	Innovative Structural Systems, Inc.