

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREATIVE TENT INTERNATIONAL, LLC		06/11/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	PARKSIDE FINANCIAL BANK & TRUST		
Street Address:	8112 MARYLAND AVENUE, SUITE 101		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2439956	QUIK-SPAN	
Registration Number:	3465707	ACADASPAN	
Registration Number:	3465708	SHASTA SHELTER	
Registration Number:	3465709	SHASTA PEAK	
Registration Number:	3465711	QWIKTRAC	
Registration Number:	3465712	FASTRACK	
Registration Number:	3026369	SHASTA SHELTER	
Serial Number:	87815268	FTS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303) 223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	062150.0004		
NAME OF SUBMITTER:	Andrea M. LaFrance		

OP \$215.00 2439956

SIGNATURE:	/Andrea M. LaFrance/
DATE SIGNED:	06/29/2021
Total Attachments: 7 source=CTI - Trademark Security Agreement Executed#page1.tif source=CTI - Trademark Security Agreement Executed#page2.tif source=CTI - Trademark Security Agreement Executed#page3.tif source=CTI - Trademark Security Agreement Executed#page4.tif source=CTI - Trademark Security Agreement Executed#page5.tif source=CTI - Trademark Security Agreement Executed#page6.tif source=CTI - Trademark Security Agreement Executed#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of June 11, 2021 between CREATIVE TENT INTERNATIONAL, LLC, a Nevada limited liability company (“**Grantor**”) and PARKSIDE FINANCIAL BANK & TRUST, a Missouri corporation (together with its successors and assigns, “**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among Grantor, CTI STRUCTURES HOLDINGS, LLC, a Delaware limited liability company, and Lender, Lender has agreed to make Loans to Borrower from time to time upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Lender a valid and continuing first priority security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of Grantor’s trademark registrations, trademark applications and trademark licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations of Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted by Grantor in conjunction with and in furtherance of the security interests and Liens granted by Grantor to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Credit Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto; provided however, that in no event shall the Trademark Collateral include, or the security interest granted under Section 2 hereof attach to, any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law. If Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, Grantor shall promptly report such filing to Lender. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally (but Lender shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new trademark rights of Grantor, which become part of the Trademark Collateral under the Credit Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Lender's valid and continuing security interest in all Collateral (including, without limitation, the Trademark Collateral).

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon Grantor, its successors and assigns and shall inure, together with the rights and remedies of Lender hereunder, to the benefit of Lender and its successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the

other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

9. **MISCELLANEOUS.** The terms and provisions of Sections 8.1 (No Waiver; Cumulative Remedies; Compliance with Laws), 8.2 (Amendments, Etc), 8.3 (Notices; Communication of Confidential Information; Requests for Accounting), 8.5 (Costs and Expenses), 9.05 (Survival), 9.07 (Severability), 8.11 (Headings) and 8.13 (Governing Law; Jurisdiction, Venue; Waiver of Jury Trial), of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, mutatis mutandis, as if fully set forth herein, and the parties hereto agree to such terms.

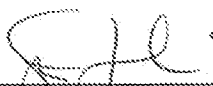
10. **Loan Document.** This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

GRANTOR:

CREATIVE TENT INTERNATIONAL, LLC

By: 
Name: Steve Sangalis
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007339 FRAME: 0760

ACCEPTED AND ACKNOWLEDGED:

PARKSIDE FINANCIAL BANK & TRUST

By: 
Name: Kelly Wright
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007339 FRAME: 0761

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Mark	Country	Application No.	Reg. No.	Reg. Date	Owner
QUIK SPAN	US	75/646911	2439956	04/03/2001	Creative Tent International, LLC
ACADASPAN	US	77/194181	3465707	07/15/2008	Creative Tent International, LLC
SHASTA SHELTER	US	77/194213	3465708	07/15/2008	Creative Tent International, LLC
SHASTA PEAK	US	77/194241	3465709	07/15/2008	Creative Tent International, LLC
QWIKTRAC	US	77/194262	3465711	07/15/2008	Creative Tent International, LLC
FASTRACK	US	77/194282	3465712	07/15/2008	Creative Tent International, LLC
SHASTA SHELTER	US	78/167876	3026369	12/13/2005	Creative Tent International, LLC
FTS	US	87/815268			Creative Tent International, LLC
SHASTA SHELTER	CA	1537574	TMA838,374	12/12/2012	Creative Tent International, LLC
SHASTA SHELTER	MX	1198744	1287694	05/25/2012	Creative Tent International, LLC
SHASTA PEAK	CA	1537575	TMA838370	12/12/2012	Creative Tent International, LLC
SHASTA PEAK	MX	1198745	1287695	05/25/2012	Creative Tent International, LLC

Mark	Country	Application No.	Reg. No.	Reg. Date	Owner
FASTRACK	CA	1537573	TMA886264	09/19/2014	Creative Tent International, LLC
FASTRACK	MX	1198746	1360222	04/10/2013	Creative Tent International, LLC

TRADEMARK

REEL: 007339 FRAME: 0763

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RECORDED: 06/29/2021