

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLYNN CANADA LTD.		07/29/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	10 S. Dearborn, Floor L2N		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86197740	FLYNN	
Serial Number:	90709087	ACCUFORM	
Serial Number:	90568560	6450HP	
Serial Number:	90524364	OPTIVU	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1438192		
NAME OF SUBMITTER:	Ryleigh Peterson		
SIGNATURE:	/Ryleigh Peterson/		
DATE SIGNED:	07/29/2021		
Total Attachments: 6			

OP \$115.00 86197740

source=FLYNN - Trademark Filing Cover Sheet#page2.tif
source=FLYNN - Trademark Filing Cover Sheet#page3.tif
source=FLYNN - Trademark Filing Cover Sheet#page4.tif
source=FLYNN - Trademark Filing Cover Sheet#page5.tif
source=FLYNN - Trademark Filing Cover Sheet#page6.tif
source=FLYNN - Trademark Filing Cover Sheet#page7.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of July 29, 2021 (this “Agreement”), is made by Flynn Canada Ltd., a corporation amalgamated under the federal laws of Canada (the “Grantor”), in favour of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Credit Agreement dated as of July 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, Flynn America LP, a Delaware limited partnership (the “U.S. Borrower” and, together with the Grantor, the “Co-Borrowers” and each, individually, a “Co-Borrower”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent.

WHEREAS, in connection with the Credit Agreement, the Grantor and each other Grantor (as defined therein) party thereto from time to time have executed and delivered that certain Canadian Security Agreement, dated as of July 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Canadian Security Agreement”), among the Grantors and the Collateral Agent; and

WHEREAS, pursuant to the Canadian Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses, that is not Excluded Property.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective Loans to the Co-Borrowers and the L/C Issuers to issue Letters of Credit for the account of the Co-Borrowers and the Restricted Subsidiaries under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with any of the Co-Borrowers and the Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Canadian Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks and Trademark Licenses that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office or the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Canadian Security Agreement and is expressly subject to the terms and conditions thereof. The Canadian Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Intellectual Property License. The Grantor granted pursuant to the Canadian Security Agreement, and hereby affirms and regrants, to the Collateral Agent a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable license to use, license or sublicense any of the Intellectual Property included in the Collateral and now owned, licensed or hereafter acquired by such Grantor (subject to the rights of any Person under any pre-existing Copyright License, Patent License, Industrial Design License, Trademark License or other license agreements), solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement, the Canadian Security Agreement and the other Credit Documents and solely to the extent such grant would not constitute or result in the abandonment, termination, acceleration, invalidation of or rendering unenforceable any right, title or interest therein or result in a breach of the terms of, or constitute a breach or default under such Intellectual Property, in each case, on the terms more fully set forth in the Canadian Security Agreement.


5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Canadian Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (which may include counterparts delivered by any standard form of telecommunication, including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act, the Electronic Commerce Act, 2000 (Ontario) or other applicable law, e.g. www.docuSign.com), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year firstabove written.

FLYNN CANADA LTD.,
as Grantor

By: 
Name: Sharon Sovak
Title: Secretary

[Signature Page to Canadian Grant of Security Interest in
Trademark Rights]

TRADEMARK
REEL: 007369 FRAME: 0853

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent



By: *Dorota Makarczyk*
Name: Dorota Makarczyk
Title: Vice-President

[Signature Page to Canadian Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007369 FRAME: 0854

SCHEDULE A

U.S. and Canadian Trademark Registrations and Applications

COUNTRY	OWNER	REGISTRATION / APPLICATION NUMBER	TRADEMARK
United States of America	Flynn Canada Ltd.	86197740	
United States of America	Flynn Canada Ltd.	90709087	ACCUFORM
United States of America	Flynn Canada Ltd.	90568560	6450HP
United States of America	Flynn Canada Ltd.	90524364	OPTIVU
Canada	Flynn Canada Ltd.	TMA624141 / 1117592	Accu-Steel
Canada	Flynn Canada Ltd.	TMA835640 / 1475791	Gardens in the Sky
Canada	Flynn Canada Ltd.	TMA399344 / 660995	Accumet
Canada	Flynn Canada Ltd.	TMA352313 / 562013	Speedwall
Canada	Flynn Canada Ltd.	TMA519690 / 890060	Axiom
Canada	Flynn Canada Ltd.	TMA519687 / 890059	Formawall Flynn Building Envelope Contractor
Canada	Flynn Canada Ltd.	TMA730085 / 1350507	
Canada	Flynn Canada Ltd.	TMA924118 / 1671939	Flynn Canada
Canada	Flynn Canada Ltd.	TMA924116 / 1671941	
Canada	Flynn Canada Ltd.	TMA2066706	ACCUFORM
Canada	Flynn Canada Ltd.	TMA2082727	OPTIVU

COUNTRY	OWNER	REGISTRATION / APPLICATION NUMBER	TRADEMARK
Canada	Flynn Canada Ltd.	TMA2055720	6450HP

Inbound Exclusive Licenses in U.S. and Canadian Trademarks

None.