

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EcoFasten Solar, LLC		08/30/2021	Limited Liability Company: DELAWARE
IronRidge, Inc.		08/30/2021	Corporation: CALIFORNIA
PanelClaw, Inc.		08/30/2021	Corporation: DELAWARE
WENCON DEVELOPMENT, INC.		08/30/2021	Corporation: CALIFORNIA
Esdec B.V.		08/30/2021	Besloten Vennootschap (B.V.): NETHERLANDS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	6096694	CLICKFIT
Registration Number:	6002907	FLATFIX
Registration Number:	6227046	IRONRIDGE
Registration Number:	5353045	UFO
Registration Number:	4876739	FLASHFOOT
Registration Number:	4618805	MAKE SOLAR STRONGER
Registration Number:	4205499	IRONRIDGE
Registration Number:	6404029	ECOFASTEN AN ESDEC COMPANY
Registration Number:	6364938	ECOFASTEN
Registration Number:	6278473	
Registration Number:	6180929	ROCKIT
Registration Number:	5889568	COMPSLIDE
Registration Number:	5873296	CORRUSLIDE

OP \$1065.00 6096694

Property Type	Number	Word Mark
Registration Number:	6070551	SIMPLERACK
Registration Number:	5889566	SIMPLEBLOCK
Registration Number:	5873277	SIMPLEGRIP
Registration Number:	5873234	GF1
Registration Number:	6081260	GREENFASTEN
Registration Number:	5133614	ECOFASTEN SOLAR
Registration Number:	4931041	ECOFASTEN SOLAR ROCK-IT SYSTEM
Registration Number:	3913619	ECOFASTEN SOLAR WWW.ECOFASTENSOLAR.COM
Registration Number:	5674670	QSPLICE
Registration Number:	5557114	QRAIL
Registration Number:	5564050	QUICK RACK
Registration Number:	5352393	ELEVATED WATER SEAL TECHNOLOGY
Registration Number:	5455082	QDESIGN
Registration Number:	5326162	L-MOUNT
Registration Number:	5220118	ELEVATED WATER SEAL TECHNOLOGY
Registration Number:	5542753	QCLICK TECHNOLOGY
Registration Number:	5370465	QBOX
Registration Number:	4654165	QRACK
Registration Number:	4571355	QHOOK
Registration Number:	4555761	QBLOCK
Registration Number:	4555760	QBASE
Registration Number:	4407707	QUICK HOOK
Registration Number:	3508754	QUICK MOUNT PV
Registration Number:	3899184	RESPECT THE ROOF
Registration Number:	6431262	CLAWFR
Registration Number:	6280642	PC PANELCLAW
Registration Number:	6335429	CLAWOS
Registration Number:	3733334	POLAR BEAR
Registration Number:	3636994	PANELCLAW

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

TRADEMARK

REEL: 007408 FRAME: 0928

ATTORNEY DOCKET NUMBER:	1460886 TM
NAME OF SUBMITTER:	Adalia Wu
SIGNATURE:	/Adalia Wu/
DATE SIGNED:	08/31/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated August 30, 2021, is made by the Persons listed on the signature pages hereof (the “**Pledgors**”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ESDEC FINANCE, LLC, a Delaware limited liability company (the “**U.S. Borrower**”), has entered into that certain Credit Agreement, dated as of August 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Esdec Solar Group B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of The Netherlands and registered with the Dutch Commercial Register (Handelsregister) under number 70948682, as the Parent Borrower (the “**Parent Borrower**”), JPMORGAN CHASE BANK, N.A., as the administrative agent, the Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated August 30, 2021, by the U.S. Borrower, the Pledgors, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of each Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors agree as follows:

- (1) **Grant of Security.** The Pledgors hereby grant to the Collateral Agent for the benefit of the Secured Parties a security interest in all of each Pledgor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired (the “**Collateral**”):
 - (a) all Trademarks now owned or hereafter acquired by each Pledgor, including, without limitation, the Trademarks set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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, to the extent 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), together with the goodwill symbolized thereby and all common-law rights related thereto;
 - (b) the right to obtain all renewals thereof;

(c) all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

(d) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; provided further that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Recordation. The Pledgors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement.

(3) Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 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.

(4) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

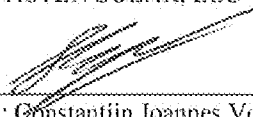
(5) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

(6) Concerning the Collateral Agent. Wilmington Trust, National Association is entering this Trademark Security Agreement not in its individual capacity, but solely in its capacity as the Collateral Agent under the Security Agreement and the Credit Agreement. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Collateral Agent in the Security Agreement and the Credit Agreement, as if such rights, privileges, indemnities and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered by their respective officer thereunto duly authorized as of the date first above written.

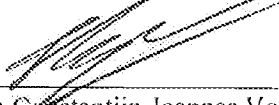
ECOFASTEN SOLAR, LLC

By: 
Name: Constantijn Joannes Vos
Title: Manager

{Signature Page to Trademark Security Agreement}

TRADEMARK
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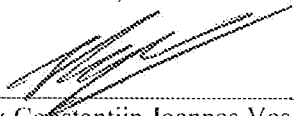
IRONRIDGE, INC.

By: 
Name: Constantijn Joannes Vos
Title: Chairman

[Signature Page to Trademark Security Agreement]

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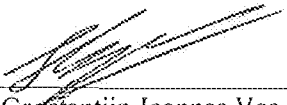
PANELCLAW, INC.

By: 
Name: Constantijn Joannes Vos
Title: Chairman

[Signature Page to Trademark Security Agreement]

TRADEMARK
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WENCON DEVELOPMENT, INC.

By:  _____

Name: Constantijn Joannes Vos

Title: Chairman, President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement]

ESDEC B.V.

By: 


Name: Constantijn Joannes Vos

Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
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WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Joseph B. Feil
Title: Vice President

Schedule A to the Trademark Security Agreement

Trademarks

Trademark	Jurisdiction	App. Number	Reg. Number	Filing Date	Reg. Date	Status	Owner
CLICKFIT	US	87237712	6096694	November 15, 2016	July 7, 2020	Granted	Esdec B. V.
FLATFIX	US	87237685	6002907	November 15, 2016	March 3, 2020	Granted	Esdec B. V.
IRONRIDGE	US	88936275	6227046	May 27, 2020	December 22, 2020	Registered	Ironridge, Inc.
UFO	US	87057786	5353045	June 2, 2016	December 12, 2017	Registered	Ironridge, Inc.
FLASHFOOT	US	86383973	4876739	September 3, 2014	December 29, 2015	Registered	Ironridge, Inc.
MAKE SOLAR STRONGER	US	86155205	4618805	December 31, 2013	October 7, 2014	Registered	Ironridge, Inc.
IRONRIDGE	US	85532696	4205499	February 2, 2012	September 11, 2012	Registered	Ironridge, Inc.
ECOFASTEN AN ESDEC COMPANY	US	88365985	6404029	April 1, 2019	June 29, 2021	Registered	EcoFasten Solar, LLC
ECOFASTEN	US	88352478	6364938	March 22, 2019	May 25, 2021	Registered	EcoFasten Solar, LLC
(Design Only)	US	88353518	6278473	March 23, 2019	February 23, 2021	Registered	EcoFasten Solar, LLC
ROCKIT	US	88353511	6180929	March 23, 2019	October 20, 2020	Registered	EcoFasten Solar, LLC
COMPSLIDE	US	88355788	5889568	March 25, 2019	October 22, 2019	Registered	EcoFasten Solar, LLC
CORRUSLIDE	US	88355773	5873296	March 25, 2019	October 1, 2019	Registered	EcoFasten Solar, LLC
SIMPLERACK	US	88355751	6070551	March 25, 2019	June 2, 2020	Registered	EcoFasten Solar, LLC
SIMPLEBLOCK	US	88355564	5889566	March 25, 2019	October 22, 2019	Registered	EcoFasten Solar, LLC
SIMPLEGRIP	US	88355504	5873277	March 25, 2019	October 1, 2019	Registered	EcoFasten Solar, LLC

GF1	US	88354944	5873234	March 25, 2019	October 1, 2019	Registered	EcoFasten Solar, LLC
GREENFASTEN	US	88353508	6081260	March 23, 2019	June 16, 2020	Registered	EcoFasten Solar, LLC
ECOFASTEN SOLAR	US	87086724	5133614	June 28, 2016	January 31, 2017	Registered	EcoFasten Solar, LLC
ECOFASTEN SOLAR ROCK-JT SYSTEM	US	86650106	4931041	June 3, 2015	April 5, 2016	Registered	EcoFasten Solar, LLC
ECOFASTEN SOLAR WWW.ECOFASTENSOLAR.COM	US	85059361	3913619	June 10, 2020	February 1, 2011	Registered	EcoFasten Solar, LLC
QSPLICE	US	88006699	5674670	June 19, 2018	February 12, 2019	Registered	Wencon Development, Inc.
QRAIL	US	87716499	5557114	December 11, 2017	September 4, 2018	Registered	Wencon Development, Inc.
QUICK RACK	US	87690581	5564050	November 19, 2017	September 18, 2018	Registered	Wencon Development, Inc.
ELEVATED WATER SEAL TECHNOLOGY	US	87483736	5352393	June 11, 2017	December 5, 2017	Registered	Wencon Development, Inc.
QDESIGN	US	87483034	5455082	June 9, 2017	April 24, 2018	Registered	Wencon Development, Inc.
L-MOUNT	US	87369439	5326162	March 13, 2017	October 31, 2017	Registered	Wencon Development, Inc.
ELEVATED WATER SEAL TECHNOLOGY	US	87313984	5220118	January 25, 2017	June 6, 2017	Registered	Wencon Development, Inc.
QCLICK TECHNOLOGY	US	87716500	5542753	December 11, 2017	August 14, 2018	Registered	Wencon Development, Inc.
QBOX	US	86643109	5370465	May 27, 2015	January 2, 2018	Registered	Wencon Development, Inc.
QRACK	US	86116469	4654165	November 12, 2013	December 9, 2014	Registered	Wencon Development, Inc.

QHOOK	US	86116459	4571355	November 12, 2013	July 22, 2014	Registered	Wencon Development, Inc.
QBLOCK	US	86116452	4555761	November 12, 2013	June 24, 2014	Registered	Wencon Development, Inc.
QBASE	US	86116444	4555760	November 12, 2013	June 24, 2014	Registered	Wencon Development, Inc.
QUICK HOOK	US	85496832	4407707	December 15, 2011	September 24, 2013	Registered	Wencon Development, Inc.
QUICK MOUNT PV	US	78972903	3508754	September 12, 2006	September 30, 2008	Registered	Wencon Development, Inc.
RESPECT THE ROOF	US	77959588	3899184	March 16, 2010	January 4, 2011	Registered	Wencon Development, Inc.
CLAWFR	US	88937555	6431262	May 28, 2020	July 27, 2021	Registered	PanelClaw, Inc. 1*
PC PANELCLAW	US	88939931	6280642	May 29, 2020	March 2, 2021	Registered	PanelClaw, Inc. #
CLAWOS	US	87844982	6335429	March 22, 2018	April 27, 2021	Registered	PanelClaw, Inc. #
POLAR BEAR	US	77604405	3733334	October 30, 2008	January 5, 2010	Registered	PanelClaw, Inc. #
PANELCLAW	US	77349431	3636994	December 11, 2007	June 9, 2009	Registered	PanelClaw, Inc. #

1 * USPTO filing to reflect merger/change of name filed on April 14, 2021.