

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L.A.R.K. Industries, Inc.		09/03/2021	Corporation: CALIFORNIA
Casa Verde Services, LLC		09/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	580 Crosspoint Pkwy		
City:	Getzville		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6159759	MOMENTUM DESIGN	
Registration Number:	5593613	RESIDENTIAL DESIGN SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	09/08/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 3, 2021, by L.A.R.K INDUSTRIES, INC., a California corporation and CASA VERDE SERVICES, LLC, a Delaware limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of April 1, 2021 (as supplemented by Supplement No. 1, dated as of the date hereof, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are 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, the Grantors hereby agree 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. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

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 and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

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 such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by 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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed 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 under the Security Agreement, 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.

[Signature pages follow.]

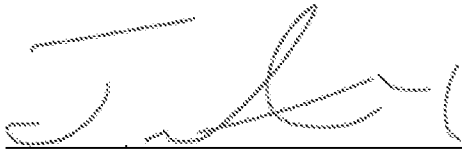
L.A.R.K. INDUSTRIES, INC.
CASA VERDE SERVICES, LLC,
each as a Grantor

By: 
Name: Alan Davenport
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007415 FRAME: 0569


CITIBANK, N.A., as Collateral Agent

By:  _____

Name: Justin Tichauer

Title: Managing Director & Vice President

Schedule I
Trademark Registrations and Applications

Mark	Country	Status	Owner	Filing Date	Appl. No.	Reg. Date	Reg. No.
MOMENTUM DESIGN	United States of America	Registered	L.A.R.K. Industries, Inc. DBA Residential Design Services	22-Aug-2019	88/588,536	22-Sep-2020	6159759
RESIDENTIAL DESIGN SERVICES & Design 	United States of America	Registered	L.A.R.K. Industries, Inc. DBA Residential Design Services ¹	26-Oct-2017	87/660,612	30-Oct-2018	5593613

¹ NTD - Title update in the name of L.A.R.K. Industries, Inc. DBA Residential Design Services has been filed with the USPTO and is being processed.