

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boston Valley Terra Cotta LLC		10/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NewSpring Mezzanine Capital IV, L.P.		
Street Address:	555 East Lancaster Avenue		
Internal Address:	Third Floor		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6432165	ACAW ARCHITECTURAL CERAMIC ASSEMBLIES WO	
Registration Number:	4584533	BOSTON VALLEY TERRA COTTA	
Registration Number:	4563999	TERRACLAD	
Registration Number:	4932934	TERRAPRECAST	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecszenye (157931-01003)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	157931-01003		
NAME OF SUBMITTER:	Timothy D. Pecszenye		
SIGNATURE:	/Timothy D. Pecszenye/		
DATE SIGNED:	10/29/2021		

OP \$115.00 6432165

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “Agreement”) is given as of October 29, 2021, by BOSTON VALLEY TERRA COTTA LLC, a Delaware limited liability company (the “Grantor”), to NEWSRING MEZZANINE CAPITAL IV, L.P., a Delaware limited partnership, in its capacity as collateral agent for the lenders under the Term Loan and Security Agreement (“Agent”).

Preliminary Statement. The Grantor, the other Borrowers, the Agent, and certain other Lenders party thereto from time to time have entered into a Term Loan and Security Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “Loan Agreement”), pursuant to which, and subject to the terms and conditions thereof, the Grantor granted a security interest in and lien on substantially all of its assets, including but not limited to all Trademarks, all applications for, registrations of and licenses of the foregoing. Capitalized terms used and not defined herein shall have the meanings given to them in the Loan Agreement. The Grantor desires to reaffirm such lien as security for all present and future obligations of the Borrowers to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent agree as follows:

1. Grant of Security Interest. The Grantor hereby grants to the Agent a security interest in all assets and personal property of the Grantor, including but not limited to all the Grantor’s right, title and interest in and to the following property, wherever located, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the “Collateral”):

- (a) all trademarks, all applications for, registrations of and licenses of the foregoing listed on Schedule A attached hereto; and
- (b) goodwill associated with the foregoing; and
- (c) all substitutions, renewals, improvements and replacements of and additions thereto; and
- (c) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and/or (c) above and any rents and profits of any of the foregoing items, whether cash or non-cash, immediate or remote, including, without limitation, all income, accounts, contract rights, general intangibles, payment intangibles, chattel paper, notes, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchange or other disposition of any of the foregoing items, and all products, of (a), (b) and/or (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless the Agent shall otherwise determine.

3. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Loan Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law rules thereof.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. A facsimile or other electronically transmitted signature of the Grantor shall be deemed an original signature.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first above written.

BOSTON VALLEY TERRA COTT LLC


By: 
Name: John B. Krouse
Title: CEO

[Signature Page to Trademark Security Agreement -- Term Loan]

TRADEMARK
REEL: 007477 FRAME: 0809

SCHEDULE A

Trademarks

Mark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	July 27, 2021	6432165
BOSTON VALLEY TERRA COTTA	USA	August 12, 2014	4584533
TERRACLAD	USA	July 8, 2014	4563999
TERRAPRECAST	USA	April 5, 2016	4932934