

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duratec Newco, Inc.		11/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street, 17 West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6180406	NATIONAL VINYL PRODUCTS	
Registration Number:	5158711	NATIONAL VINYL PRODUCTS	
Registration Number:	2984354	NATIONAL VINYL PRODUCTS	
Registration Number:	6042759	NATIONAL VINYL PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	038263-0387		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/29/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 22, 2021, (this “Agreement”) by Duratec Newco, Inc., a Delaware corporation (the “Grantor”), in favor of Bank of Montreal (“BMO”), as administrative agent (in such capacity, the “Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Credit Parties party thereto and the Agent. The Lenders (as defined in the ABL Credit Agreement (as defined below)) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit and Guaranty Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “ABL Credit Agreement”), by and among, inter alios, Backyard Midco, Inc., as Holdings, Backyard Acquireco, Inc., Barrette Outdoor Living, Inc., Barrette Urban Renewal, L.L.C., Barrette Logistics, Inc. and Boyle Transportation Services, LLC as the Borrowers, the Lenders from time to time party thereto and the Bank of Montreal, in its capacity as administrative agent for the Lenders. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Trademarks, including the Trademark registrations and applications for registration with the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications with the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and applications for registration with the United States Copyright Office and all Exclusive Copyright Licenses, in each case, listed on Schedule III hereto; and
- D. all proceeds and goodwill associated with any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For the avoidance of doubt, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets (as defined by the ABL Credit Agreement) including, any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use,” “Amendment to Allege Use” or similar filing with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

DURATEC NEWCO, INC.

By: 

Name: Jean desAutels

Title: President

SCHEDULE I

REGISTERED TRADEMARKS

Registration Number	Title / Mark / Design	Jurisdiction	Registration Date	Status
6180406	Word mark: National Vinyl Products	US	10/20/2020	Registered, Primary Code 019; class codes 001, 012, 033, 050
5158711	Word mark: National Vinyl Products	US	3/14/2017	Registered, Primary code 035; class codes 100, 101, 102
2984354	Word Mark: National Vinyl Products	US	8/9/2005	Registered, Primary code 035
6042759	Word Mark: National Vinyl Products	US	4/28/2020	Registered, Primary code 025;

TRADEMARK APPLICATIONS

None.

Schedule I

SCHEDULE II

ISSUED PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

REGISTERED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule III

33639591.3

RECORDED: 11/29/2021

**TRADEMARK
REEL: 007509 FRAME: 0711**