

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMEX, LLC		12/10/2021	Limited Liability Company: TEXAS
BLUEFIN, LLC		12/10/2021	Limited Liability Company: COLORADO
BIDTRON, LLC		12/10/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington St, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4379806	EMEX	
Registration Number:	4402859	EMEX POWER	
Registration Number:	3982531	BLUEFIN	
Registration Number:	3235092	ROOF EXPRESS	
Registration Number:	3370589	ROOF EXPRESS	
Registration Number:	4755409	BIDTRON	
Registration Number:	4799172	BUY FOR LESS, SELL FOR MORE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		

OP \$190.00 4379806

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18876.515196

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 12/10/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021 (this “**Trademark Security Agreement**”), by EMEX, LLC, a Texas limited liability company, BLUEFIN, LLC, a Colorado limited liability company, and BIDTRON, LLC, a Texas limited liability company (each, individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Alter Domus (US) LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of December 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: the Trademarks of such Grantor 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 Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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.

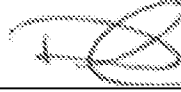
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks under this Trademark Security Agreement or any other Loan Document.

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 telecopier, .pdf or other electronic imaging means 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. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.


[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

EMEX, LLC
BLUEFIN, LLC
BIDTRON, LLC, each, as a Grantor



By: _____
Name: Daniel Marzuola
Title: Chief Executive Officer

ALTER DOMUS (US) LLC,
as the Administrative Agent

By: 
Name: Emily Ergang Pappas
Title: Head of Legal, North America

SCHEDULE I
TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
EMEX, LLC	EMEX	85809008	4379806	Registered, August 6, 2013
EMEX, LLC	EMEX POWER	85819041	4402859	Registered, September 17, 2013
BLUEFIN, LLC	BLUEFIN	85017723	3982531	Registered June 21, 2011
BLUEFIN, LLC	ROOF EXPRESS	78672378	3235092	Registered April 24, 2007
BLUEFIN, LLC	ROOF EXPRESS	78818901	3370589	Registered January 15, 2008
BIDTRON, LLC	BUY FOR LESS, SELL FOR MORE	86500562	4799172	Registered August 25, 2015
BIDTRON, LLC	BIDTRON	86432677	4755409	Registered June 16, 2015