

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPI LLC		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4447487	THERMAXX	
Registration Number:	2856278	FIRESTRIP	
Registration Number:	2987664	ABSORPTION PLUS	
Registration Number:	1320113	SPECIALTY PRODUCTS AND INSULATION CO.	
Registration Number:	1279224	SPI SPECIALTY PRODUCTS AND INSULATION CO	
Registration Number:	1271789	SPI SPECIALTY PRODUCTS AND INSULATION CO	
Registration Number:	0939431	RIGIDFLEX	
Registration Number:	6016122	SPI	
Registration Number:	6016123	SPI	
Registration Number:	5284081	PG BOARD TAF	
Serial Number:	97049393	FIREPLUG	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		

CH \$290.00 4447487

Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 96939-30960

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 12/21/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2021 (this “Trademark Security Agreement”), made by SPI LLC, a Delaware limited liability company (the “Grantor”), in favor of Churchill Agency Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of December 21, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Shield Debt Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), SPI LLC, a Delaware limited liability company (the “Borrower”), SPI Intermediate LLC, a Delaware limited liability company (“Holdings”), each Lender from time to time party thereto, Churchill Agency Services LLC, as Administrative Agent and Collateral Agent and the other parties thereto from time to time, (ii) each Guaranty, (iii) each Secured Hedge Agreement and (iv) each Secured Cash Management Agreement.

WHEREAS, the Grantor is party to a Security Agreement, dated as of December 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks to the extent included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement or other impairment of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. 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 Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. 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. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

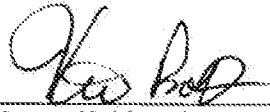
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms. Upon termination and at the written request of the Grantor, the Collateral 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 Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPI LLC,
as Grantor

By: 
Name: Keith Bolt
Title: Secretary and Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007537 FRAME: 0942

Accepted and Agreed:

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent




By: 

Name: Chris Cox

Title: Senior Managing Director

SCHEDULE I
10
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
THERMAXX	USA	85913577	4447487	24-APR-2013	10-DEC-2013	Registered	SPI LLC
FIRESTRIP	USA	76222085	2856278	09-MAR-2001	22-JUN-2004	Registered	SPI LLC
ABSORPTION PLUS	USA	76054771	2987664	22-MAY-2000	23-AUG-2005	Registered	SPI LLC
SPECIALTY PRODUCTS AND INSULATION CO.	USA	73466233	1320113	17-FEB-1984	12-FEB-1985	Registered	SPI LLC
SPI SPECIALTY PRODUCTS AND INSULATION CO. and design 	USA	73384581	1279224	10-SEP-1982	22-MAY-1984	Registered	SPI LLC
SPI SPECIALTY PRODUCTS AND INSULATION CO. and design 	USA	73384584	1271789	10-SEP-1982	27-MAR-1984	Registered	SPI LLC
RIGIDFLEX 	USA	72375165	0939431	04-NOV-1970	01-AUG-1972	Registered	SPI LLC
SPI	USA	87890865	6016122	24-APR-2018	24-MAR-2020	Registered	SPI LLC
SPI and design	USA	87890881	6016123	24-APR-2018	24-MAR-2020	Registered	SPI LLC
PG BOARD TAF	USA	87178844	5284081	21-SEP-2016	12-SEP-2017	Registered	SPI LLC
FIREPLUG	USA	97049393	-	28-SEP-2021	-	Pending	SPI LLC

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
HATS	USA	97049450	-	28-SEP-2021	-	Pending	SPI LLC