

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shibumi Shade, Inc.		12/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6062551	SHIBUMI	
Registration Number:	6062553	SHIBUMI	
Registration Number:	6078278	SHIBUMI	
Registration Number:	6062552	SHIBUMI SHADE	
Serial Number:	90587629	WORKS WITH THE WIND, NOT AGAINST IT	
Serial Number:	90587627	WIND POWERED	
Serial Number:	90587624	FIRST IN FLIGHT	
Serial Number:	90587632		
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-873-8628		
Email:	maryfrances.stirling@agg.com		
Correspondent Name:	Arnall Golden Gregory LLP		
Address Line 1:	171 17th St. NW, Suite 2100		
Address Line 2:	Mary Frances Stirling		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:	Mary Frances Stirling		
SIGNATURE:	/Mary Frances Stirling/		

OP \$215.00 6062551

DATE SIGNED:	12/23/2021
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Total Attachments: 7

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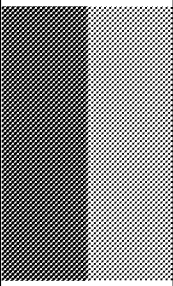
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Jurisdiction	Reg./App. No.	Reg./App. Date	Owner of Record	International Class	Status
SHIBUMI	United States	6,062,551 88,555,264	May 26, 2020 July 31, 2019	Shibumi Shade, Inc.	22	Registered
 SHIBUMI	United States	6,062,553 88,555,287	May 26, 2020 July 31, 2019	Shibumi Shade, Inc.	22	Registered
 SHIBUMI	United States	6,078,278 88,555,293	June 16, 2020 July 31, 2019	Shibumi Shade, Inc.	22	Registered
SHIBUMI SHADE	United States	6,062,552 88,555,273	May 26, 2020 July 31, 2019	Shibumi Shade, Inc.	22	Registered
WORKS WITH THE WIND, NOT AGAINST IT	United States	90/587,629	Mar. 18, 2021	Shibumi Shade, Inc.	22	Pending
WIND POWERED	United States	90/587,627	Mar. 18, 2021	Shibumi Shade, Inc.	22	Pending
FIRST IN FLIGHT	United States	90/587,624	Mar. 18, 2021	Shibumi Shade, Inc.	22	Pending
	United States	90/587,632	Mar. 18, 2021	Shibumi Shade, Inc.	22	Pending

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2021, is made by the entity identified on the signature page hereto as Grantor (the "Grantor"), in favor of TRUIST BANK (the "Lender") in connection with the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between SHIBUMI SHADE, INC., a Delaware corporation (the "Borrower") and Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof in favor of Lender (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges and assigns as security to Lender for the benefit of the Secured Parties, and grants to Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its registered Trademarks and all registered Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 7. Termination. This Trademark Security Agreement and the grant of a security interest in this Trademark Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Secured Obligations have been paid in full (other than contingent indemnification obligations as to which no claim has been made) and all Commitments have been terminated, whereupon this Trademark Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and Lender shall, at the written request and the expense of Borrower, promptly release, reassign and transfer the Trademark Collateral to Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

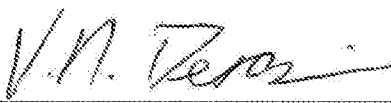
Very truly yours,

SHIBUMI SHADE, INC.
a Delaware corporation
as Grantor

By: 
Name: Scott Barnes
Title: President

ACCEPTED AND AGREED
as of the date first above written:

TRUIST BANK



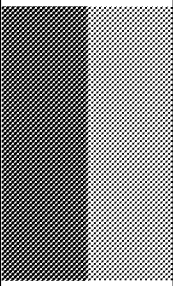
By: 

Name: Vinay Desai

Title: Managing Director

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