

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rooftop Anchor, Inc.		12/31/2021	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5626828	SAFEPRO	
Registration Number:	6190572	WEATHERTITE	
Registration Number:	6169476	ROOFTOP ANCHOR	
Serial Number:	90532851	ROOFTOP ANCHOR INC.	
Serial Number:	90603999	THERMAGALV	
CORRESPONDENCE DATA			
Fax Number:	2164798780		
<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:	216-479-8500		
Email:	ip-squiretm@squirepb.com		
Correspondent Name:	Changdae Baek		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	4900 Key Tower, 127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	034397.00086		
NAME OF SUBMITTER:	Changdae Baek		
SIGNATURE:	/Changdae Baek/		
DATE SIGNED:	01/05/2022		

CH \$140.00 5626828

Total Attachments: 6

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented, replaced and otherwise modified from time to time, this “IP Security Agreement”) is made and entered into as of this 31st day of December, 2021, by and among EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO and each of the other persons and entities that become bound hereby from time to time by joinder, assumption or otherwise (each a “Grantor” and collectively, the “Grantors”) and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the “Secured Party”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

Recitals:

A. DFP ACQUISITION CORP., a Delaware corporation, LORAD LLC, an Ohio limited liability company, ADLOR LLC, an Ohio limited liability company, LORAD IC-DISC, INC. an Ohio corporation, PEAK FALL PROTECTION, LLC, a Delaware limited liability company and VERSATILE FALL PROTECTION LLC, a California limited liability company (each a “Borrower” and collectively, the “Borrowers”), the Guarantors party thereto, as the “Guarantors”, including, without limitation, the Grantors, the Lenders party thereto, as the “Lenders”, PNC Bank, National Association, as the “Administrative Agent”, and PNC Bank, National Association, as the “Swingline Loan Lender” and the “Issuing Lender”, are the parties to that certain Credit Agreement dated as of December 23, 2021 (as amended, restated, supplemented, replaced and otherwise modified from time to time, the “Credit Agreement”).

B. The Borrowers are party to that certain Security and Pledge Agreement dated as of December 23, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party.

C. Pursuant to that certain Borrower Joinder dated as of the date hereof, Rooftop Anchor, Inc., a Utah corporation, joined the Credit Agreement as a “Borrower” thereunder and joined the Security Agreement as a “Debtor” thereunder.

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT AND SECURITY AGREEMENT. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN U.S. PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Proprietary Collateral of such Grantor (collectively, the "IP Collateral") to secure, among other things, the prompt and complete payment and performance in full when due of the Secured Obligations.

(a) the Intellectual Property of such Grantor listed on Schedule I attached hereto which is incorporated herein by reference; and

(b) all Proceeds of any and all of the foregoing.

3. SECURITY AGREEMENT. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

4. TERMINATION. Upon the termination of the security interests granted to the Secured Party under the Security Agreement in accordance with Section 21 thereof, the liens on the IP Collateral granted hereunder shall terminate and the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the IP Collateral.

5. COUNTERPARTS. This IP Security 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 IP Security Agreement by signing and delivering one or more counterparts.

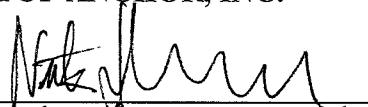
6. GOVERNING LAW. Section 12.11 of the Credit Agreement is incorporated herein, mutatis mutandis, as if a part hereof.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first above written.

GRANTORS:

ROOFTOP ANCHOR, INC.

By: 
Name: Nick Johansson
Title: Secretary

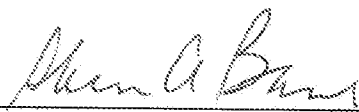
Signature Page to IP Security Agreement

010-9307-0351/AMERICAS

TRADEMARK
REEL: 007550 FRAME: 0645

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Secured Party

By: 
Name: Sherri A. Barr
Title: Senior Vice President

Signature Page to IP Security Agreement

SCHEDULE I

to

PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
JOIST ANCHOR	USA	9,878,187	Rooftop Anchor, Inc.
SAFETY HATCH SYSTEM AND EGRESS	USA	8,522,487	Rooftop Anchor, Inc.
SAFETY HATCH SYSTEM	USA	8,915,023	Rooftop Anchor, Inc.
SAFETY HATCH SYSTEM	USA	9,745,777	Rooftop Anchor, Inc.
SAFETY HATCH SYSTEM	USA	10,676,966	Rooftop Anchor, Inc.
INTEGRATED SAFETY RAIL PROTECTION SYSTEM	USA	8,726,577	Rooftop Anchor, Inc.
INTEGRATED SAFETY RAIL PROTECTION SYSTEM	USA	10,370,816	Rooftop Anchor, Inc.
TIP-OVER POST	USA	10,508,459	Rooftop Anchor, Inc.
Guardrail Base (Design)	USA	D758,609	Rooftop Anchor, Inc.

Patent Applications

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
BLIND FASTENER	USA	16/781,660	Rooftop Anchor, Inc.
MOUNTING DEVICE	USA	17/473,661	Rooftop Anchor, Inc.
MOUNTING DEVICE	USA	63/139,953	Rooftop Anchor, Inc.
MOUNTING DEVICE - Design - X-mount	USA	29/807,512	Rooftop Anchor, Inc.
MOUNTING DEVICE - Utility - Square Mount	USA	17/473,535	Rooftop Anchor, Inc.
MOUNTING DEVICE - Design - Square Mount	USA	29/807,584	Rooftop Anchor, Inc.
MOUNTING DEVICE - Utility - Triangular Mount	USA	17/473,822	Rooftop Anchor, Inc.

MOUNTING DEVICE - Design - Triangular Mount	USA	29/807,598	Rooftop Anchor, Inc.
MOUNTING DEVICE - Utility - Circular Mount	USA	17/473,926	Rooftop Anchor, Inc.
MOUNTING DEVICE - Design - Circular Mount	USA	29/807,615	Rooftop Anchor, Inc.
Safety Hatch System (claims priority to US 12/537,112)	European Patent Office	Pub. EP23186331	Rooftop Anchor, Inc.

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
SafePro	USA	5,626,828	Rooftop Anchor, Inc.
WEATHERTITE	USA	6,190,572	Rooftop Anchor, Inc.
ROOFTOP ANCHOR	USA	6,169,476	Rooftop Anchor, Inc.

Trademark Applications

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
Rooftop Anchor Logo	USA	90/532,851	Rooftop Anchor, Inc.
THERMAGALV	USA	90/603,999	Rooftop Anchor, Inc.

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Copyrights

None.

Copyright Applications

None.

1 EP Patent validated and still in force only in Great Britain.

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