

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707700

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|--|
| BORAL RESOURCES LLC | | 02/10/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | MUFG Bank, Ltd. |
| Street Address: | 1221 Avenue of the Americas, 6th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10020 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 1795878 | MACS-ASH |
| Registration Number: | 6222466 | YOU NEED IT. WE GET IT. |
| Registration Number: | 4972611 | HEADWATERS |
| Registration Number: | 4903762 | HEADWATERS |
| Registration Number: | 5055210 | RESTOREAIR |
| Registration Number: | 3382935 | POZZALIME |
| Registration Number: | 2659400 | HEADWATERS |
| Registration Number: | 3811775 | POZZALIME |
| Registration Number: | 4032039 | PACT |
| Registration Number: | 2971728 | FACT |
| Registration Number: | 2588231 | AGAID |
| Registration Number: | 2549949 | BRICKMATE |
| Registration Number: | 2549948 | CEMENTIC |
| Registration Number: | 2549947 | VALULITE |
| Registration Number: | 2549946 | CELCERAM |
| Registration Number: | 2595859 | INTRIX |

CORRESPONDENCE DATA

TRADEMARK

900675087

REEL: 007630 FRAME: 0858

OP \$415.00 1795878

Fax Number:

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.

Phone: 8004945225
Email: ipteam@coagencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1597089 2L TM H |
|--------------------------------|-----------------|

| | |
|---------------------------|-----------|
| NAME OF SUBMITTER: | Sandy Lee |
|---------------------------|-----------|

| | |
|-------------------|-------------|
| SIGNATURE: | /Sandy Lee/ |
|-------------------|-------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 02/10/2022 |
|---------------------|------------|

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 10, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Boral Resources LLC, a Delaware limited liability company (the “**Grantor**”) in favor of MUFG Bank, Ltd., as Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Agent**”).

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 10, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) between the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meanings given to them (including by reference) in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Subsidiary Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantor in or to any and all of the following assets and properties now owned or at any time hereafter owned by such (collectively, the “**Trademark Collateral**”):

(i) all United States trademark and service mark registrations and applications, including the United States trademark and service mark registrations and applications listed in Schedule A hereto, and all renewals thereof, together with the goodwill of the business connected with the use of and symbolized by any of the foregoing,

(ii) the right to sue at law or in equity and recover for any past, present or future infringement or other violation thereof,
and

(iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in (nor shall any pledge, grant or Security Interest attach to) any intent-to-use trademark or service mark application filed in the USPTO pursuant to 15 U.S.C. §1051(b) unless and until a “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed pursuant to 15 U.S.C. § 1051(d) or 15 U.S.C. § 1051(c), and

accepted by the USPTO, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application (or any registration that issues therefrom) under, or would otherwise violate, applicable federal law (collectively, "Excluded Trademarks"), and (ii) the Trademark Collateral shall not include any Excluded Trademarks.

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 Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the termination of all Commitments, the payment in full of all Secured Obligations (other than in respect of Secured Bank Product Obligations and contingent indemnification obligations not yet due and owing) and the expiration or termination of all Letters of Credit (or any L/C Exposure has been cash collateralized, backstopped or deemed reissued under another agreement, in each case, in a manner reasonably satisfactory to the applicable Issuing Bank).

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. 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.

[Remainder of page intentionally left blank]

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.

BORAL RESOURCES LLC

By:  _____
Name: Grant Quasha
Title: President

MUFG BANK, LTD.,
as Agent

By: **John McDevitt** Digitally signed by John McDevitt
Date: 2022.02.03 09:36:25 -05'00'

Name: John McDevitt
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Serial Number | Registration Number | Owner |
|-------------------------|----------------------|----------------------------|---------------------|
| | Filing Date | Registration Date | |
| MACS-ASH | 74134495 | 1795878 | Boral Resources LLC |
| | 1/29/1991 | 9/28/1993 | |
| YOU NEED IT. WE GET IT. | 88136028 | 6222466 | Boral Resources LLC |
| | 9/28/2018 | 12/15/2020 | |
| HEADWATERS | 86786217 | 4972611 | Boral Resources LLC |
| | 10/13/2015 | 6/7/2016 | |
| HEADWATERS | 86460012 | 4903762 | Boral Resources LLC |
| | 11/20/2014 | 2/23/2016 | |
| RESTOREAIR | 86449340 | 5055210 | Boral Resources LLC |
| | 11/10/2014 | 10/4/2016 | |
| POZZALIME | 78693224 | 3382935 | Boral Resources LLC |
| | 8/16/2005 | 2/12/2008 | |
| HEADWATERS | 78018501 | 2659400 | Boral Resources LLC |
| | 7/26/2000 | 12/10/2002 | |
| POZZALIME | 77683281 | 3811775 | Boral Resources LLC |
| | 3/4/2009 | 6/29/2010 | |
| PACT | 77726734 | 4032039 | Boral Resources LLC |
| | 5/1/2009 | 9/27/2011 | |
| FACT | 76488290 | 2971728 | Boral Resources LLC |
| | 2/7/2003 | 7/19/2005 | |

| Mark | Serial Number Filing Date | Registration Number Registration Date | Owner |
|-----------|------------------------------|--|---------------------|
| AGAID | 76292844 7/31/2001 | 2588231 7/2/2002 | Boral Resources LLC |
| BRICKMATE | 76257585 4/30/2001 | 2549949 3/19/2002 | Boral Resources LLC |
| CEMENTIC | 76257584 4/30/2001 | 2549948 3/19/2002 | Boral Resources LLC |
| VALULITE | 76257581 4/30/2001 | 2549947 3/19/2002 | Boral Resources LLC |
| CELCERAM | 76257577 4/30/2001 | 2549946 3/19/2002 | Boral Resources LLC |
| INTRIX | 76211984 2/16/2001 | 2595859 7/16/2002 | Boral Resources LLC |