

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMC Systems, LLC		07/15/2021	Limited Liability Company: FLORIDA
Quality Built, LLC		07/15/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deerpath Fund Services, LLC, as Agent
Street Address:	405 Lexington Avenue, 53rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10174
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	90240230	QUALITYBUILT
Serial Number:	90240222	QB
Serial Number:	86065072	QB RAPID RESPONSE
Serial Number:	85211472	QUALITY BUILT
Serial Number:	85755890	QB WINDSTORM PLUS
Serial Number:	77697391	PERFECTING THE ART AND SCIENCE OF QUALIT
Serial Number:	77212670	QB DAP
Serial Number:	76651720	PRODUCTLINK
Serial Number:	76602187	QB LINK
Serial Number:	76642193	QB BUILDER LINK
Serial Number:	76639536	FRAMER ID
Serial Number:	75879592	QUALITY BUILT.COM
Serial Number:	75879590	BUILDER I.D.
Serial Number:	87388552	SKYETEC TRAINING CENTER
Serial Number:	86228685	SKYETRAC
Serial Number:	76557485	SKYETEC

CH \$415.00 90240230

CORRESPONDENCE DATA**Fax Number:** 7132266397*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:** 713-226-6000**Email:** TMMail@porterhedges.com**Correspondent Name:** Jonathan Pierce**Address Line 1:** P.O. Box 4744**Address Line 4:** Houston, TEXAS 77210-4744

NAME OF SUBMITTER:	Jonathan Pierce
---------------------------	-----------------

SIGNATURE:	/jmp/
-------------------	-------

DATE SIGNED:	02/22/2022
---------------------	------------

Total Attachments: 6

source=2021-07-15 PT Security Agreement - Quality Built Executed 010997-0252#page1.tif

source=2021-07-15 PT Security Agreement - Quality Built Executed 010997-0252#page2.tif

source=2021-07-15 PT Security Agreement - Quality Built Executed 010997-0252#page3.tif

source=2021-07-15 PT Security Agreement - Quality Built Executed 010997-0252#page4.tif

source=2021-07-15 PT Security Agreement - Quality Built Executed 010997-0252#page5.tif

source=2021-07-15 PT Security Agreement - Quality Built Executed 010997-0252#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2021 (the “**Agreement**”), by and among SMC SYSTEMS, LLC, a Florida limited liability company (“**SMC**”), QUALITY BUILT, LLC, a Delaware limited liability company (collectively with SMC, “**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), QB Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest

in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents and patent applications to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

QUALITY BUILT, LLC

a Delaware limited liability company

By:  _____

Name: John Gillett

Title: Chief Executive Officer

SMC SYSTEMS, LLC

a Florida limited liability company

By:  _____

Name: John Gillett

Title: Chief Executive Officer

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: 

Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

(see attached)

Registered IP

Owner	Trademark	Registration Number	Registration Date
Quality Built, LLC	QUALITY BUILT.COM	2516407	2001-12-11
Quality Built, LLC	BUILDER I.D.	2616320	2002-09-10
Quality Built, LLC	FRAMER ID	3125490	2006-08-08
Quality Built, LLC	PERFECTING THE ART AND SCIENCE OF QUALITY IN HOME BUILDING	3994042	2011-07-12
Quality Built, LLC	QUALITY BUILT	3994041	2011-07-12
Quality Built, LLC	QB BUILDER LINK	3099873	2006-06-06
Quality Built, LLC	QB RAPID RESPONSE	4532946	2014-05-20
Quality Built, LLC	QB LINK	3329941	2007-11-06
Quality Built, LLC	QB DAP	3521763	2008-10-21
Quality Built, LLC	PERFECTING THE ART AND SCIENCE OF QUALITY IN CONSTRUCTION	3692392	2009-10-06
Quality Built, LLC	PRODUCTLINK	3740276	2010-01-19
Quality Built, LLC	QB WINDSTORM PLUS	4375129	2013-07-30
Quality Built, LLC	TRADELINK	4785423	2015-08-04
Quality Built, LLC		6445313	2021-08-10
Quality Built, LLC	QUALITYBUILT	6445314	2021-08-10
SMC Systems, LLC	SKYETEE TRAINING CENTER	5328225	2017-11-07
SMC Systems, LLC	SKYETRAC	4867697	2015-12-08
SMC Systems, LLC	SKYETEC	2907967	2004-12-07