

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM715573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
METAL ALLIANCE SUPPLY, LLC		03/18/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as Agent		
<b>Street Address:</b>	285 Riverside Avenue		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90378980	MAGNAGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	047052.000006		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	03/21/2022		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of March 18, 2022, (this “**Agreement**”), among **METAL ALLIANCE SUPPLY, LLC**, a Florida limited liability company (“**Grantor**”), any other Grantors from time to time party hereto and **Great Rock Capital Partners Management, LLC**, as administrative agent for the Lenders under the below defined Loan Agreement (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”).

Reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among Metal Alliance Holdings, LLC, a Florida limited liability company and each other entity that becomes party thereto as a “**Guarantor**” in accordance with the terms and conditions thereof (each individually a “**Guarantor**” and collectively, jointly and severally, the “**Guarantors**”), Grantor, Roofing Warranty, LLC, a Florida limited liability company (“**Roofing**”), Metal Direct Logistics, Inc., a Florida corporation (“**Metal Direct**”), Metal Alliance, Inc., a Florida corporation (“**MAI**”) and each other entity that becomes a party thereto as a “**Borrower**” in accordance with the terms and conditions thereof (each individually a “**Borrower**” and collectively, jointly and severally, the “**Borrowers**”), the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “**Lender**” and collectively, the “**Lenders**”), and Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in the Loan Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Loan Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other

country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

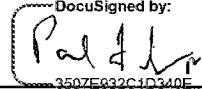
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**METAL ALLIANCE SUPPLY, LLC,**

as Grantor

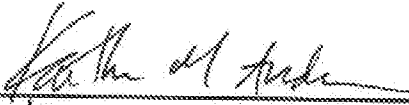
DocuSigned by:

By: 

Name: Paul Filipe

Title: manager, Metal Alliance Holdings LLC, its manager

GREAT ROCK CAPITAL PARTNERS  
MANAGEMENT, LLC,  
as Agent

By:   
Name: Kathleen M. Kuda  
Title: Chief Risk Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007665 FRAME: 0654

**Schedule I**

**Metal Alliance Supply, LLC  
(Florida Limited Liability Company)**

**U.S. Trademark**

**Trademark Application**

Mark	Appl. No.	Filing Date
MAGNAGUARD	90378980	12/14/2020