

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF IP SECURITY AGREEMENT recorded @ Reel 7388 and Frame 0255		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC, as resigning administrative agent and collateral agent		04/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Highland Agent, LLC, as successor administrative agent and collateral agent		
Street Address:	100 Crescent Court, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3205634	TRUSSWAY	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	720-274-3163		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Benjamin S. Fernandez, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Benjamin S. Fernandez		
SIGNATURE:	/s/ Benjamin S. Fernandez		
DATE SIGNED:	04/22/2022		
Total Attachments: 6			
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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT IN UNITED STATES
TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT IN UNITED STATES TRADEMARKS (this “*Assignment and Assumption*”) effective as of April 22, 2022 (“*Effective Date*”) is entered into by and among Blue Torch Finance LLC, as resigning administrative agent and collateral agent, as assignor (“*Assignor*”), Highland Agent, LLC, as successor administrative agent and collateral agent, as assignee (“*Assignee*”), and Trussway Manufacturing, LLC, a Texas limited liability company (“*Grantor*”).

Reference is made to (i) that certain Financing Agreement dated as of August 11, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Financing Agreement*”), among Highland Capital Management, L.P., Trussway Industries, LLC, Trussway Holdings, LLC, Grantor, as a guarantor, the other guarantors party thereto, the lenders from time to time party thereto and Assignor, and (ii) that certain Trademark Security Agreement dated as of dated as of August 11, 2021, by Grantor in favor of Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time the “*Trademark Security Agreement*”).

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted, assigned and pledged to Assignor, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing Security Interest, in, among other things, all right, title and interest of the Grantor in the Trademark Collateral, including, but not limited to, the trademarks set forth on Exhibit A attached hereto which were recorded at the United States Patent and Trademark Office (the “*USPTO*”) on August 11, 2021 at Reel/Frame 7388/0255; and

WHEREAS, pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement dated as of the date hereof by and among Assignor as resigning administrative agent and collateral agent and Assignee as succeeding administrative agent and succeeding collateral agent, among other parties (“*Instrument*”), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Financing Agreement and the other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement or the Trademark Security Agreement, as applicable.
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Collateral. Grantor consents to such assignment and transfer, and reaffirms and ratifies its grant of security interests under the Trademark Security Agreement in favor of Assignee.

3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BLUE TORCH FINANCE LLC, as Assignor

DocuSigned by:
Kevin Genda
By: _____
Name: Kevin Genda
Title: Authorized Signatory

HIGHLAND AGENT, LLC, as Assignee

By: _____
Name:
Title:

GRANTOR:

TRUSSWAY MANUFACTURING, LLC

By: _____
Name:
Title:

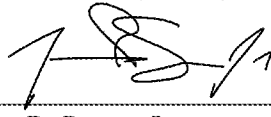
[Signature Page to Assignment and Assumption of Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BLUE TORCH FINANCE LLC, as Assignor

By: _____
Name:
Title:

HIGHLAND AGENT, LLC, as Assignee

By:  _____
Name: James P. Seery, Jr.
Title: Chief Executive Officer

GRANTOR:

TRUSSWAY MANUFACTURING, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

BLUE TORCH FINANCE LLC, as Assignor

By: _____
Name:
Title:

HIGHLAND AGENT, LLC, as Assignee

By: _____
Name: James P. Seery, Jr.
Title: Chief Executive Officer

GRANTOR:

TRUSSWAY MANUFACTURING, LLC

By:  _____
Name: John Tunison
Title: Chief Financial Officer

Exhibit A

Trademark Registrations

Grantor	Country	Mark	Registration No.	Reg Date
Trussway Manufacturing, LLC	United States	Trussway	3,205,634	2/6/2007

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.