

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLASS FAB AUSTIN, LLC		05/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HILLCREST BANK, a division of NBH BANK		
Street Address:	3102 Maple Ave.		
Internal Address:	Suite 120		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3002951	THERMOTEC	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	22784-31		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	05/09/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of May 6, 2022, is made by each of the Grantors party hereto (collectively, the “Grantors”), in favor of HILLCREST BANK, a division of NBH BANK (the “Secured Party”).

WHEREAS, GLASS FAB HOLDINGS, LLC, a Delaware limited liability company, and GLASS FAB, LLC, a Delaware limited liability company (collectively, “Existing Borrowers” and individually, a “Existing Borrower”) and the Secured Party have entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

WHEREAS, pursuant to that certain Second Amendment to Loan Documents and Assumption Agreement dated as of the date hereof, Existing Borrowers, Glass Fab Austin, LLC, a Delaware limited liability company (“New Borrower”; and together with the Existing Borrowers, the “Borrowers”), and Secured Party, pursuant to which, among other things, the New Borrower assumed the Obligations as a Borrower.

WHEREAS, as a condition precedent to the continued making of the loans or other credit extensions by the Secured Party under the Loan Agreement, the Grantors have executed and delivered in favor of the Secured Party that certain Security Agreement Joinder dated as of the date hereof, which modifies and supplements that certain Security Agreement dated as of September 15, 2021 by and among the Existing Borrowers and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by such Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of the Grantors, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

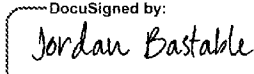
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

GLASS FAB AUSTIN, LLC,
a Delaware limited liability company

By: 

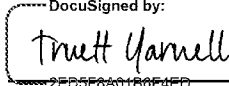
Jordan Bastable
President

Address for Notices:

2519 Fairmount Street
Dallas, TX 75201
Telephone No.: 817-301-5338
Attention: Jordan Bastable
e-mail: jordan@lwopps.com

SECURED PARTY:

HILLCREST BANK,
a division of NBH BANK,
as Secured Party

By:  _____
Truett Yarnell
Vice President

Notice Address:

3102 Maple Ave., Suite 120
Dallas, Texas 75201
Telephone No.: (214) 756-6716
Attention: Truett Yarnell
e-mail: truett.yarnell@hillcrestbank.com

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Owner	Mark	Goods and Services	Serial No.	Reg. No.	Filing Date	Registration Date
Ironclad Performance Wear Copr.	Thermotec	IC 009. US 021 023 026 036 038. G&S: Protective work gloves for use in the construction industry. FIRST USE: 20000800. FIRST USE IN COMMERCE: 20000800.	78425348	3002951	May 26, 2004	September 27, 2005

SCHEDULE C

COPYRIGHTS

None.