

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728997

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| South West Plumbing & Waterheaters, LLC | | 05/19/2022 | Limited Liability Company: WASHINGTON |
| Wolfer's, Inc. | | 05/19/2022 | Corporation: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC, as Collateral Agent | | |
| Street Address: | 520 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5194421 | SOUTH WEST PLUMBING | |
| Registration Number: | 4733982 | WOLFER'S | |
| Registration Number: | 3421472 | GO WITH THE FLO | |
| Registration Number: | 3612956 | DO IT NOW SPECIAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 2024547625 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Julia Birgen | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1690093 | | |
| NAME OF SUBMITTER: | John Kline | | |
| SIGNATURE: | /John Kline/ | | |
| DATE SIGNED: | 05/19/2022 | | |

OP \$115.00 5194421

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 19, 2022 (this "Trademark Security Agreement"), by and among SOUTH WEST PLUMBING & WATERHEATERS, LLC and WOLFER'S, INC. (each individually, a "Pledgor" and collectively, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for all Lenders party to the Credit Agreement (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Flint Holding Company, LLC, Flint Acquisition Company, LLC and Flint Acquisition Company (QSB), LLC, as borrowers, the financial institutions party thereto from time to time, as Lenders, and Jefferies Finance LLC as administrative agent.

WITNESSETH:

WHEREAS, the Pledgors are party to that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Lenders, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Lenders, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights, priorities and privileges arising under applicable legal requirements with respect to the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or an "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 any registration that issues from such intent-to-use application under applicable federal law.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the Secured Obligations have been terminated and paid in full (other than (i) contingent indemnification and expense reimbursement obligations to the extent no claim giving rise thereto has been asserted, (ii) Secured Hedging Obligations that, at the time of determination, are allowed by the Person to whom such Secured Hedging Obligations are owing to remain outstanding or are not required to be repaid or cash collateralized pursuant to the provisions of any document governing such Secured Hedging Obligations, and (iii) the Letters of Credit so long as Agent has received Letter of Credit Collateralization with respect to the Letters of Credit), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall automatically and immediately terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

PLEDGORS:

**SOUTH WEST PLUMBING & WATERHEATERS,
LLC,**
a Washington limited liability company

By: Flint Holding Company, LLC
Its: Manager

By: Flint Management, LLC
Its: Manager

By: 
Name: Collin Hathaway
Title: Manager

WOLFER'S, INC.,
an Oregon corporation


By: 
Name: Collin Hathaway
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007726 FRAME: 0888**

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: Jonathan Ciuffreda
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| OWNER | TITLE | REGISTRATION NUMBER |
|---|---|---------------------|
| SOUTH WEST PLUMBING & WATERHEATERS, LLC | SOUTH WEST PLUMBING SOUTH WEST PLUMBING | 5194421 |
| WOLFER'S, INC. | WOLFER'S WOLFER'S | 4733982 |
| WOLFER'S, INC. | Go with the Flo GO WITH THE FLO | 3421472 |
| WOLFER'S, INC. | Do it Now Special DO IT NOW SPECIAL | 3612956 |

Washington State Trademark Registrations:

| OWNER | TITLE | REGISTRATION NUMBER |
|---|-----------------|---------------------|
| SOUTH WEST PLUMBING & WATERHEATERS, LLC | Waving Man Logo | 56575 |

United States Trademark Applications:

| OWNER | TITLE | REGISTRATION NUMBER |
|-------|-------|---------------------|
| None. | NA | NA |