

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746357

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CONTINENTAL MATERIALS CORPORATION		05/13/2022	Corporation: DELAWARE
CASTLE CONCRETE COMPANY		05/13/2022	Corporation: COLORADO
MCKINNEY DOOR AND HARDWARE, INC.		05/13/2022	Corporation: COLORADO
PHOENIX MANUFACTURING, INC.		05/13/2022	Corporation: ARIZONA
CASTLE REBAR AND SUPPLY COMPANY		05/13/2022	Corporation: COLORADO
WILLIAMS FURNACE CO.		05/13/2022	Corporation: DELAWARE
CONTINENTAL MATERIALS PROPERTIES HOLDING COMPANY		05/13/2022	Corporation: DELAWARE
FASTRAC ACQUISITION COMPANY		05/13/2022	Corporation: COLORADO
SERENITY ACQUISITION COMPANY		05/13/2022	Corporation: DELAWARE
INOVATE ACQUISITION COMPANY		05/13/2022	Corporation: DELAWARE
GFP ACQUISITION COMPANY		05/13/2022	Corporation: DELAWARE
2701 W CONCORD ST LLC		05/13/2022	Limited Liability Company: OKLAHOMA
250 W LAUREL ST LLC		05/13/2022	Limited Liability Company: DELAWARE
419 EL PASO ST LLC		05/13/2022	Limited Liability Company: DELAWARE
WINTER IS COMING, LLC		05/13/2022	Limited Liability Company: DELAWARE
4333 S 86TH EAST AVE., LLC		05/13/2022	Limited Liability Company: DELAWARE
CARLSON ACQUISITION COMPANY		05/13/2022	Corporation: DELAWARE
BETTER VENTING, LLC		05/13/2022	Limited Liability Company: FLORIDA

OP \$790.00 88184568

**RECEIVING PARTY DATA**

<b>Name:</b>	CIBC Bank USA
<b>Street Address:</b>	120 S. LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 31**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	88184568	COZY
<b>Serial Number:</b>	88040543	COZY HEATING SYSTEMS LLC
<b>Serial Number:</b>	88039405	COZY
<b>Serial Number:</b>	87897674	PILOTPRO
<b>Serial Number:</b>	86330614	COZY
<b>Serial Number:</b>	90253848	PILOTPRO
<b>Serial Number:</b>	78210754	CHORD RIGHT
<b>Serial Number:</b>	87057919	AIRSPONGE
<b>Serial Number:</b>	86280878	EVAPCOOL
<b>Serial Number:</b>	86240322	EVAPCOOL
<b>Serial Number:</b>	86014190	PATIO PAL
<b>Serial Number:</b>	85427839	ECOKOOL
<b>Serial Number:</b>	85772941	MASTER BLASTER
<b>Serial Number:</b>	85427269	THE COOL ALTERNATIVE
<b>Serial Number:</b>	88358936	DRYER WALL VENT
<b>Serial Number:</b>	88357694	DRYERFLEX
<b>Serial Number:</b>	88083328	DRYERJACK
<b>Serial Number:</b>	77349988	THE DRYER-ELL
<b>Serial Number:</b>	77222299	LINTALERT
<b>Serial Number:</b>	76540792	DRYERBOX
<b>Serial Number:</b>	88936962	ROOFNECK
<b>Serial Number:</b>	87552552	SERENITY SLIDING DOOR SYSTEMS
<b>Serial Number:</b>	88798826	S
<b>Serial Number:</b>	88344815	GLOBAL FLOW PRODUCTS
<b>Serial Number:</b>	88500034	AMERICAN HVAC PRODUCTS
<b>Serial Number:</b>	78820428	TROPHY
<b>Serial Number:</b>	78811427	COOL TOOL
<b>Serial Number:</b>	74695344	PRO
<b>Serial Number:</b>	73711829	AEROCOOL

Property Type	Number	Word Mark
Serial Number:	73608013	FRIGIKING
Serial Number:	75269258	MIRRO-SCOPIC

**CORRESPONDENCE DATA**

**Fax Number:** 3125802201

*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:** 3125805062

**Email:** drogers@thompsoncoburn.com

**Correspondent Name:** Diona E Rogers

**Address Line 1:** 55 E. Monroe Street

**Address Line 2:** 37th Floor

**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Diona E. Rogers
<b>SIGNATURE:</b>	/Diona E. Rogers/
<b>DATE SIGNED:</b>	08/05/2022

**Total Attachments: 13**

- source=CIBC Continental Materials Intellectual Property Security Agreement dated 5.13.2022(3)#page1.tif
- source=CIBC Continental Materials Intellectual Property Security Agreement dated 5.13.2022(3)#page2.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of May 13, 2022, by CONTINENTAL MATERIALS CORPORATION, a Delaware corporation ("Borrower"), CASTLE CONCRETE COMPANY, a Colorado corporation ("Castle Concrete"), MCKINNEY DOOR AND HARDWARE, INC., a Colorado corporation ("McKinney Door"), PHOENIX MANUFACTURING, INC., an Arizona corporation ("Phoenix Manufacturing"), CASTLE REBAR AND SUPPLY COMPANY, a Colorado corporation ("Castle Rebar"), WILLIAMS FURNACE CO., a Delaware corporation ("Williams Furnace"), CONTINENTAL MATERIALS PROPERTIES HOLDING COMPANY, a Delaware corporation ("Continental Properties"), FASTRAC ACQUISITION COMPANY, a Colorado corporation ("Fastrac"), SERENITY ACQUISITION COMPANY, a Delaware corporation ("Serenity"), INOVATE ACQUISITION COMPANY, a Delaware corporation ("Inovate"), GFP ACQUISITION COMPANY, a Delaware corporation ("GFP"), 2701 W CONCORD ST LLC, an Oklahoma limited liability company ("2701 Concord"), 250 W LAUREL ST LLC, a Delaware limited liability company ("250 Laurel"), 419 EL PASO ST LLC, a Delaware limited liability company ("419 El Paso"), WINTER IS COMING, LLC, a Delaware limited liability company ("Winter is Coming"), 4333 S 86<sup>TH</sup> EAST AVE., LLC, a Delaware limited liability company ("4333 East Ave."), CARLSON ACQUISITION COMPANY, a Delaware corporation ("Carlson Acquisition"), and BETTER VENTING, LLC, a Florida limited liability company ("Better Venting"; and together with Borrower, Castle Concrete, McKinney Door, Phoenix Manufacturing, Castle Rebar, Williams Furnace, Continental Properties, Fastrac, Serenity, Inovate, GFP, 2701 Concord, 250 Laurel, 419 El Paso, Winter is Coming, 4333 East Ave., and Carlson Acquisition, are each individually a "Loan Party" and collectively, the "Loan Parties", to CIBC BANK USA (in its individual capacity "CIBC US"), as administrative agent ("Administrative Agent"), for the benefit of the "Lenders" (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lenders are providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrower evidenced by, among other documents, (i) that certain Third Amended and Restated Credit Agreement of even date herewith by and among the Borrower, the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the "Lenders") and Administrative Agent (as amended or restated from time to time, the "Credit Agreement"), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Credit Agreement (the "Other Documents") (the Other Documents, together with the Credit Agreement are collectively, the "Loan Documents");

WHEREAS, pursuant to the Credit Agreement, Loan Parties granted to Administrative Agent a security interest and lien in and to all of Loan Parties' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lenders are willing to provide the Financial Accommodations to Borrower, provided, among other things, Loan Parties execute and deliver this Agreement to Administrative Agent for the benefit of all Lenders.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Loan Parties and Administrative Agent set forth herein, and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties covenant unto and agree with Administrative Agent as follows:

1. **Incorporation of Loan Agreement**. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Credit Agreement.

2. **Collateral Assignment of Intellectual Property**. To secure the full and timely payment and performance of the Obligations, each Loan Party hereby grants and conveys to Administrative Agent, for the benefit of the Lenders, a security interest and lien in and to all of such Loan Party's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "Intellectual Property Collateral");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Loan Parties acknowledge and agree that upon the occurrence and during the continuation of an Event of Default, and upon written notice to Loan Parties, the Intellectual Property Collateral shall be immediately conveyed to Administrative Agent without any further action by any party, and Administrative Agent shall have the power to use and/or sell the

Intellectual Property Collateral. Loan Parties covenant and agree to execute and deliver to Administrative Agent all agreements, instruments, documents and other written matter that Administrative Agent may request, in form and substance acceptable to Administrative Agent, to perfect and maintain perfected Administrative Agent's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

The Administrative Agent and Loan Parties acknowledge and agree that while the grant of a security interest set forth above shall encompass all registered and non-registered Intellectual Property Collateral, the Exhibits attached hereto shall only list the registered Trademarks, Patents and Copyrights owned by each Loan Party. Upon Administrative Agent's request, in its commercially reasonable discretion, Loan Parties shall provide a detailed list of all non-registered Intellectual Property and do any and all acts and execute any and all instruments, documents and agreements reasonably required by Administrative Agent to further evidence or perfect Lender's security interest in the non-registered Intellectual Property Collateral.

3. **Restrictions on Future Agreements.**

A. Loan Parties agree that until the Obligations shall have been paid in full in cash and the Loan Documents have been terminated, Loan Parties will not, without Administrative Agent's prior written consent, enter into any document, instrument or agreement which is inconsistent with Loan Parties' obligations under this Agreement. Loan Parties further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Agreement. Notwithstanding the foregoing provisions of this Section 3.A. and provided no Event of Default then exists, Loan parties may license or sublicense on an exclusive or non-exclusive basis to unaffiliated third parties any Intellectual Property Collateral in the ordinary course of business on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Loan Parties' business, operations or value.

B. Each Loan Party hereby represents and warrants to Administrative Agent that other than exclusive or non-exclusive licensing of the Intellectual Property Collateral permitted in Section 3.A. above, such Loan Party has not granted any license or security interest to any Person other than Administrative Agent in connection with any of the Intellectual Property Collateral. Except as permitted in Section 3.A., each Loan Party hereby covenants unto Administrative Agent that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Loan Party shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Administrative Agent's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Loan Party represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", and "C" respectively constitute all of the registered trademarks, trademark registrations, registered patents, patent registrations, registered copyrights, and applications therefor now owned by such Loan Party. If, prior to payment of the Obligations in full, such Loan Party shall (i) obtain rights to any new registered Intellectual Property, or (ii) become entitled to the benefit of any registered Intellectual Property, the provisions of Section 2 above shall automatically apply thereto and such Loan Party shall provide Administrative Agent with prompt notice thereof pursuant to the terms of the Loan Documents. Loan Parties hereby authorize Administrative Agent to modify this Agreement by amending Exhibits "A", "B", and "C" to include any future registered Intellectual Property.

5. **Royalties; Terms.** Each Loan Party hereby agrees that the use by Administrative Agent of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Administrative Agent to Loan Parties. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Administrative Agent of the Obligations in full and the termination of the Loan Documents.

6. **Administrative Agent's Right to Inspect.** Administrative Agent shall have the right to inspect Loan Parties' premises and to examine Loan Parties' books, records and operations, including, without limitation, Loan Parties' quality control processes during regular business hours after reasonable notice to such Loan Party has been delivered by the Administrative Agent. Upon the occurrence and during the continuation of an Event of Default, Loan Parties agree that Administrative Agent shall have the right to establish such additional product quality controls as Administrative Agent, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Loan Parties under the Trademarks, Patents, Copyrights or Licenses. Each Loan Party agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products without Administrative Agent's prior written consent except where such changes or alterations are deemed warranted by such Loan Party in its commercially reasonable business discretion. Notwithstanding the foregoing provisions of this Section 6 and provided no Event of Default then exists, Loan parties may license or sublicense on an exclusive or non-exclusive basis to unaffiliated third parties any Intellectual Property Collateral in the ordinary course of business on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Loan Parties' business, operations or value.

7. **Nature and Termination of Administrative Agent's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Loan Parties' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Administrative Agent any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Loan Parties.** Loan Parties shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate and consistent with past business practices, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Loan Parties. Loan Parties shall not abandon any Intellectual Property Collateral, without the consent of Administrative Agent.

9. **Administrative Agent's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Loan Party to enforce the Trademarks, Patents, Copyrights and Licenses. If Administrative Agent shall commence any such suit, Loan Parties shall, at the request of Administrative Agent, do any and all acts and execute any and all instruments, documents and agreements required by Administrative Agent to enforce such Intellectual Property Collateral, and Loan Parties shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Administrative Agent's failure at any time or times hereafter to require strict performance by Loan Parties of any provision of this Agreement shall not waive, affect or diminish any right of Lenders thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lenders of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Loan Parties contained in this Agreement and no Event of Default by Loan Parties shall be deemed to have been suspended or waived by Lenders unless such suspension or waiver is in writing signed by officers of Administrative Agent and the Required Lenders and directed to Loan Parties specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Credit Agreement.** All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as such Loan Party's true and lawful attorney-in-fact, with power, upon the occurrence and during the continuation of an Event of Default and commencement by Administrative Agent of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Loan Party's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Administrative Agent decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Administrative Agent may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Loan Party agrees to indemnify Administrative Agent and all Lenders for any infringement claims or other similar claims filed or asserted against Administrative Agent or any of the Lenders from the use of any of the Intellectual Property Collateral. Loan Parties hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Loan Parties or any Loan Party and Administrative Agent have been terminated. Loan Parties acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any of the Lenders under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Loan Parties and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees, successors and assigns.



15. **Notice**. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Credit Agreement and shall be effective as set forth in the Credit Agreement.

16. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.


17. **Joint and Several**. All references to “Loan Parties” and “Loan Party” shall mean Borrower, Castle Concrete, McKinney Door, Phoenix Manufacturing, Castle Rebar, Williams Furnace, Continental Properties, Fastrac, Serenity, Inovate, GFP, 2701 Concord, 250 Laurel, 419 El Paso, Winter is Coming, 4333 East Ave., Carlson Acquisition and Better Venting, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Loan Parties shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Borrower, Castle Concrete, McKinney Door, Phoenix Manufacturing, Castle Rebar, Williams Furnace, Continental Properties, Fastrac, Serenity, Inovate, GFP, 2701 Concord, 250 Laurel, 419 El Paso, Winter is Coming, 4333 East Ave., Carlson Acquisition and Better Venting.

[signature page follows]


IN WITNESS WHEREOF, each Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

**BORROWER:**

**CONTINENTAL MATERIALS CORPORATION,**  
a Delaware corporation

By:   
Noah Mineo, Chief Financial Officer, Secretary and  
Treasurer

**OTHER LOAN PARTIES:**

By:   
Noah Mineo, Chief Financial Officer, Secretary and  
Treasurer of each of the following entities:


**CASTLE CONCRETE COMPANY**, a Colorado corporation  
**MCKINNEY DOOR AND HARDWARE, INC.**, a Colorado corporation  
**PHOENIX MANUFACTURING, INC.**, an Arizona corporation  
**CASTLE REBAR AND SUPPLY COMPANY**, a Colorado corporation  
**WILLIAMS FURNACE CO.**, a Delaware corporation  
**CONTINENTAL MATERIALS PROPERTIES HOLDING COMPANY**, a  
Delaware corporation  
**FASTRAC ACQUISITION COMPANY**, a Colorado corporation  
**SERENITY ACQUISITION COMPANY**, a Delaware corporation  
**INOVATE ACQUISITION COMPANY**, a Delaware corporation  
**GFP ACQUISITION COMPANY**, a Delaware corporation  
**2701 W CONCORD ST LLC**, an Oklahoma limited liability company  
**250 W LAUREL ST LLC**, a Delaware limited liability company  
**419 EL PASO ST LLC**, a Delaware limited liability company  
**WINTER IS COMING, LLC**, a Delaware limited liability company  
**4333 S 86TH EAST AVE., LLC**, a Delaware limited liability company  
**CARLSON ACQUISITION COMPANY**, a Delaware corporation  
**BETTER VENTING, LLC**, a Florida limited liability company

*Signature page to Intellectual Property Security Agreement*

ACCEPTANCE

The undersigned, CIBC Bank USA, as Administrative Agent, accepts the foregoing collateral assignment of Intellectual Property.

CIBC BANK USA,  
as Administrative Agent

By:   
Richard Pierce, Managing Director

*Signature page to Intellectual Property Security Agreement*

**EXHIBIT A**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

<u>Grantor</u>	<u>Trademark Serial Number</u>	<u>Country</u>	<u>Appl. No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
Inovate Acquisition Company	88358936	USA	5935841	Mar. 27, 2019/ Dec. 17, 2019
Inovate Acquisition Company	88357694	USA	5883758	Mar. 26, 2019/Oct. 15, 2019
Inovate Acquisition Company	88083328	USA	5767482	Aug. 17, 2018/Jun. 04, 2019
Inovate Acquisition Company	77349988	USA	3556265	Dec. 12, 2007/Jan. 06, 2009
Inovate Acquisition Company	77222299	USA	3651797	Jul. 05, 2007/ Jul. 07, 2009
Inovate Acquisition Company	76540792	USA	2963646	Aug. 15, 2003/ Jun. 28, 2005
Inovate Acquisition Company	88936962	USA	6442463	May 28, 2020 / August 3, 2021
Fastrac Acquisition Company	87552552	USA	5442622	Aug. 02, 2017/Apr. 10, 2018
Fastrac Acquisition Company	88798826	USA	6130226	February 7, 2020 / August 18, 2020
GFP Acquisition Company	88344815	USA	5872638	Mar. 18, 2019/Oct. 01, 2019
GFP Acquisition Company	88500034	USA	6078153	Jul. 03, 2019/Jun. 16, 2020
GFP Acquisition Company	88344815	USA	5872638	March 18, 2019 / October 1, 2019
Winter is Coming, LLC	90253848	USA	6409540	October 14, 2020/July 6, 2021

<u>Grantor</u>	<u>Trademark Serial Number</u>	<u>Country</u>	<u>Appl. No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
Winter is Coming, LLC	88184568	USA	5930307	November 7, 2018/December 10, 2019
Winter is Coming, LLC	88040543	USA	5964624	July 17, 2018/January 21, 2020
Winter is Coming, LLC	88039405	USA	5708692	July 16, 2016/March 26, 2019
Winter is Coming, LLC	87897674	USA	5904156	April 27, 2018/Novembe r 5, 2019
Winter is Coming, LLC	86330614	USA	4688382	July 8, 2014/February 17, 2015
Winter is Coming, LLC	90253848	USA	6409540	October 14, 2020 / July 6, 2021
Carlson Company	78210754	USA	2885202	February 4, 2003/Septembe r 14, 2004
Williams Furnace Company	87057919	USA	5267318	June 2, 2016 / August 15, 2017
Phoenix Manufacturing Inc.	86280878	USA	5418501	May 14, 2014 / March 6, 2018
Phoenix Manufacturing Inc.	86240322	USA	5418491	April 2, 2014 / March 6, 2018
Phoenix Manufacturing Inc.	86014190	USA	4909185	July 18, 2013 / March 1, 2016
Phoenix Manufacturing Inc.	85427839	USA	4708549	September 21, 2011 / March 24, 2015
Phoenix Manufacturing Inc.	85772941	USA	4552515	November 6, 2012 / June 17, 2014
Phoenix Manufacturing Inc.	85427269	USA	4369212	September 20, 2011 / July 16, 2013

<u>Grantor</u>	<u>Trademark Serial Number</u>	<u>Country</u>	<u>Appl. No. / Reg. No.</u>	<u>Filing Date / Registration Date</u>
Phoenix Manufacturing Inc.	78820428	USA	3180975	February 22, 2006 / December 5, 2006
Phoenix Manufacturing Inc.	78811427	USA	3180954	February 9, 2006 / December 5, 2006
Phoenix Manufacturing Inc.	74695344	USA	1981065	June 30, 1995 / June 18, 1996
Phoenix Manufacturing Inc.	73711829	USA	1505736	February 18, 1988 / September 27, 1988
Phoenix Manufacturing Inc.	73608013	USA	1429141	July 7, 1986 / February 17, 1987
Phoenix Manufacturing Inc.	75269258	USA	2221188	April 4, 1997 / February 2, 1999

**EXHIBIT B**

**PATENTS AND PATENT REGISTRATIONS**

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Inovate Acquisition Company	6419102	USA	09/627,691	July 16,2002
Inovate Acquisition Company	6785981	USA	10/369,805	September 7, 2004
Inovate Acquisition Company	7210505	USA	10/987,234	May 1, 2007
Inovate Acquisition Company	7731045	USA	11/550,568	June 8, 2010
Inovate Acquisition Company	8061058	USA	12/099,207	November 22, 2011
Inovate Acquisition Company	8429833	USA	13/296,807	April 30, 2013
Inovate Acquisition Company	20200363096A 1	USA	16/412,074	November 19, 2020
Winter is Coming, LLC	11187410	USA	App. No. 16/589,761	November 30, 2021
Winter is Coming, LLC	N/A	USA	App. No. 62/743,140	October 9, 2018

**EXHIBIT C**

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None.

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