

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM759502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE RITESCREEEN COMPANY, LLC		10/06/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Nomura Corporate Funding Americas, LLC, as Collateral Agent		
Street Address:	309 West 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3058499	RITESCREEEN	
Registration Number:	5160081	RITESCREEEN	
Registration Number:	6019476	SHADOW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1806065 TM		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		
DATE SIGNED:	10/06/2022		
Total Attachments: 5			
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of October 6, 2022 (this “**Agreement**”), among The RiteScreen Company, LLC, a Florida limited liability company (the “**Grantor**”) and Nomura Corporate Funding Americas, LLC, as Collateral Agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor, RS7 Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders and Issuing Bank named therein, Nomura Corporate Funding Americas, LLC, as Administrative Agent (together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the Collateral Agent have entered into the Credit Agreement dated as of October 6, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the Issuing Bank has agreed to issue Letters of Credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of October 6, 2022, among Holdings, the other Subsidiary Parties named therein and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Credit Parties as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Credit Parties, 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (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, now existing or hereafter adopted or acquired, 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 (the “**USPTO**”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) 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, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

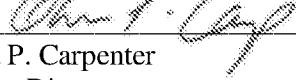
SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

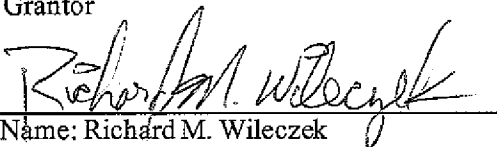
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NOMURA CORPORATE FUNDING AMERICAS, LLC,
as Collateral Agent

By: 
Name: Garrett P. Carpenter
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE RITESCREEN COMPANY, LLC,
as the Grantor


By: 
Name: Richard M. Wileczek
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007861 FRAME: 0134

Schedule I

United States Trademarks and Trademark Applications

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
The RiteScreen Company, LLC	 RITESCREEN	76613005	09/20/2004	3058499	02/14/2006
The RiteScreen Company, LLC	RITESCREEN RITESCREEN	87114540	07/25/2016	5160081	03/14/2017
The RiteScreen Company, LLC	SHADOW SHADOW	87866189	04/06/2018	6019476	03/24/2020