

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOOR AND WINDOW GUARD SYSTEMS, INC.		10/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAKE COUNTY CAPITAL SBIC, LP		
Street Address:	7701 France Avenue		
Internal Address:	Suite 240		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55435		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4678048	D.A.W.G.S. DOOR & WINDOW GUARD SYSTEMS	
Registration Number:	4678049	D.A.W.G.S.	
Registration Number:	4674667	DAWGS	
Registration Number:	5317261	VPS	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	11/01/2022		
Total Attachments: 9			

OP \$115.00 4678048

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This IP Security Agreement, the rights and obligations evidenced hereby, and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (the “Intercreditor Agreement”) dated as of October 31, 2022 among BankProv, as Senior the Secured Party to the Senior Loan Liabilities (as defined in the Intercreditor Agreement); and each holder of this IP Security Agreement, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

IP SECURITY AGREEMENT

This IP Security Agreement (this “Agreement”), dated as of this 31st day of October, 2022, is made by and between Door and Window Guard Systems, Inc., a Delaware corporation having an address of 8770 W Bryn Mawr, Suite 1300, Chicago, IL 60631 (the “Company”), and Lake Country Capital SBIC, LP, a Delaware limited partnership, with an address of 7701 France Avenue, Suite 240, Edina, MN 55435 (the “Secured Party”).

Recitals

A. The Company, NGP DAWGS Holdings, LLC and the Secured Party are parties to a certain Note Purchase Agreement of even date herewith (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, the “Note Purchase Agreement”) setting forth the terms on which the Secured Party may now or hereafter purchase certain promissory notes from the Company.

B. In connection with the Note Purchase Agreement, the Secured Party and the Company have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Secured Party (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”).

C. As a condition to the Security Agreement, the Secured Party has required the execution and delivery of this Agreement by the Company.

For good and valuable consideration of the mutual covenants contained in the Note Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Note Purchase Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the

respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

Any reference to an Event of Default that “exists” or is “continuing” shall mean an Event of Default that has occurred and has not been waived in writing by the Secured Party.

2. Security Interest. The Company hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), and upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, the power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely 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, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Company represents, warrants and agrees as follows:

(a) Patents. Exhibit A accurately lists all Patents owned by the Company as of the date hereof, or to which the Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Company owns any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Company shall within 30 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(b) Trademarks. Exhibit B accurately lists all Trademarks owned by the Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Company’s or any Affiliate’s business(es). If after the date hereof, the Company owns any Trademarks not listed on Exhibit B (other than common law marks which are not material to any The Company’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Company shall within 30 days provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) Affiliates. As of the date hereof, no subsidiary or affiliate of the Company owns, or has a right to have assigned to it any items that would, if such item were owned by the Company, constitute Patents or Trademarks used by The Company in the conduct of its business. If after the date hereof any affiliate or subsidiary of the Company owns, or has a right to have assigned to it any such items, then the Company shall, within 30 days of learning of such items, either: (i) cause such subsidiary or affiliate to assign all of its rights in such item(s) to the Company; or (ii) notify the Secured Party of such item(s) and cause such subsidiary or affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(d) Title. The Company as identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens (other than Permitted Liens). The Company (i) will have, at the time the Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens, other than Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens, other than Permitted Liens.

(e) No Sale. The Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent which shall not be unreasonably withheld, except as otherwise permitted by the Note Purchase Agreement.

(f) Defense. The Company will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. The Company shall maintain in full force and effect all patents, trademarks, service marks, trade names, copyrights, licenses, franchises, permits and other authorizations necessary for the ownership and operation of their properties and businesses, if the failure so to maintain the same would create a Material Adverse Change.

(h) the Secured Party's Right to Take Action. If the Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after The Company's receipt of the Secured Party's written notice thereof, or if the Company notifies the Secured Party that it intends to abandon a Patent or Trademark that is material and necessary to The Company's business, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Company (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Company shall pay the Secured Party on demand the amount of all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) above or exercising its rights under Section 6.

(j) Power of Attorney. To facilitate the Secured Party's taking action under subsection (h) above and exercising its rights under Section 6, the Company hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Company under this Section 3, or, necessary for the Secured Party, after the occurrence and during continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Note Purchase Agreement as provided therein and the payment and performance of all Obligations; provided that, the power of attorney granted herein shall not be exercised unless and until the occurrence and continuance of an Event of Default (subject to any applicable grace or cure periods as set forth in the Note Purchase Agreement).

4. [Reserved].

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Note Purchase Agreement, shall occur; or (b) the Company fails promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Note Purchase Agreement; or (c) any of the representations or warranties contained in Section 3 hereof shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during continuance of an Event of Default (subject to any applicable grace or cure periods as set forth in the Note Purchase Agreement), the Secured Party may, at its option, take any or all of the following actions:

(a) the Secured Party may exercise any or all remedies available under the Note Purchase Agreement.

(b) the Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) the Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Company shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose

given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Company under this Agreement shall be given in the manner and with the effect provided in the Note Purchase Agreement. the Secured Party shall not be obligated to preserve any rights the Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Company and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Company and delivered to the Secured Party, and the Company waives notice of the Secured Party's acceptance hereof. the Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the State of Minnesota without regard to conflict of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

THE COMPANY:

DOOR AND WINDOW GUARD SYSTEMS, INC.

By:  _____

Name: Jim Bland

Title: Vice President

SECURED PARTY:

LAKE COUNTRY CAPITAL SBIC, LP

By: LC2 General Partners I, LLC

Its: General Partner

By: _____

Name: Ann Ferreira

Title: Partner

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

THE COMPANY:


DOOR AND WINDOW GUARD SYSTEMS, INC.

By: _____
Name:
Title:

SECURED PARTY:

LAKE COUNTRY CAPITAL SBIC, LP

By: LC2 General Partners I, LLC
Its: General Partner

By:  _____
Name: Ann Ferreira
Title: Partner

[Signature Page to IP Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>App. No.</u>	<u>App. Date</u>	<u>Exp. Date</u>	<u>Registration/ Issue No.</u>	<u>Registration/ Issue Date</u>	<u>Title or Mark</u>	<u>Jdx.</u>	<u>Owners</u>
PATENTS							
13290595	November 7, 2011		Patent No. US 8,656,664 B2	February 25, 2014.	Assembly and Method for Securing an Opening of a Building Structure	United States	The Company
13661681	October 26, 2012		Patent No. US 8,756,883 B2	June 24, 2014.	Assembly and Method for Securing a Door Opening or Other Opening of a Building Structure	United States	The Company
15250099	August 29, 2016		Patent No. US 9,963,929 B2	May 8, 2018.	Assembly and Method for Securing a Door Opening or Other Opening of a Building Structure	United States	The Company

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>App. No.</u>	<u>App. Date</u>	<u>Exp. Date</u>	<u>Registration/ Issue No.</u>	<u>Registration/ Issue Date</u>	<u>Title or Mark</u>	<u>Jds.</u>	<u>Owners</u>
TRADEMARKS							
86284898	September 3, 2014		Trademark Registration No. 4678048	January 27, 2015	"D.A.W.G.S. Door and Window Guard" (Stylized/Design)	United States	The Company
86284896	September 3, 2014		Trademark Registration No. 4678049	January 27, 2015	"D.A.W.G.S"	United States	The Company
86284904	September 3, 2014		Trademark Registration No. 4674667	January 27, 2015	"DAWGS"	United States	The Company
87475656	June 05, 2017		Trademark Registration No. 5317261	October 24, 2017	"VPS"	United States	DAWGS

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.