

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gulf Winds International, Inc.		12/16/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Bain Capital Credit, LP		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4244538	GULF WINDS	
Serial Number:	97714821	GWITRACK	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9686		
Email:	ypan@proskauer.com		
Correspondent Name:	Kathryn S. Buckley		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	66478-283		
NAME OF SUBMITTER:	Kathryn S. Buckley		
SIGNATURE:	/Kathryn S. Buckley/		
DATE SIGNED:	12/16/2022		
Total Attachments: 4			
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source=Gulf Winds - Notice of Grant of Security Interest - Trademarks (Executed)#page2.tif			
source=Gulf Winds - Notice of Grant of Security Interest - Trademarks (Executed)#page3.tif			

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NOTICE OF GRANT OF A SECURITY INTEREST - TRADEMARKS

This Notice of a Grant of Security Interest - Trademarks (this “Notice of a Grant of Security Interest”) is made as of December 16, 2022, by and among Gulf Winds International, Inc., a Texas corporation (“Grantor”) and Bain Capital Credit, LP in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens having priority by operation of Law or otherwise permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of Security Interest may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and Administrative Agent have caused this Notice of a Grant of Security Interest to be duly executed by its respective officer thereunto duly authorized as of the date first set forth above.

GULF WINDS INTERNATIONAL,
INC., as Grantor

DocuSigned by:
Dustin Hebrank
By: _____
Name: Dustin Hebrank
Title: Chief Financial Officer

BAIN CAPITAL CREDIT, LP, as
Administrative Agent

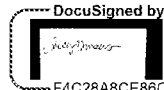
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and Administrative Agent have caused this Notice of a Grant of Security Interest to be duly executed by its respective officer thereunto duly authorized as of the date first set forth above.

GULF WINDS INTERNATIONAL,
INC., as Grantor

By: _____
Name: _____
Title: _____

BAIN CAPITAL CREDIT, LP, as
Administrative Agent



By: _____
Name: Sally F. Dornaus
Title: Managing Director/CFO-Bain Capital Credit, LP

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

Grantor	Mark	Registration No.	Registration/ Application Date
Gulf Winds International, Inc.	GULF WINDS and Design 	4244538	July 2, 2019
Gulf Winds International, Inc.	GWITRACK	97/714.821	December 13, 2022