

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE D.S. BROWN COMPANY		12/08/2022	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, As Administrative Agent		
Street Address:	127 Public Square		
Internal Address:	Attention: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4405569	D.S. BROWN	
Registration Number:	4607928	DECKGUARD	
Registration Number:	3816291	DELASTIC-LS	
Registration Number:	2747531	EXODERMIC	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165668243		
Email:	mae.smith@thompsonhine.com		
Correspondent Name:	Mae Smith, Paralegal		
Address Line 1:	127 Public Square, 3900 Key Center		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Mae Smith		
SIGNATURE:	/Mae Smith/		
DATE SIGNED:	12/19/2022		
Total Attachments: 8			

OP \$115.00 4405569

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of December 8, 2022 by THE D.S. BROWN COMPANY, an Ohio corporation (“Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Lenders, as hereinafter defined.

1. Recitals.

Gibraltar Industries, Inc., a Delaware corporation and Gibraltar Steel Corporation of New York, a New York corporation (together with their respective successors and assigns, collectively, the “Borrowers” and, individually, each a “Borrower”), are entering into that certain Credit Agreement, dated as of December 8, 2022, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). Pledgor desires that the Lenders grant to the Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor, a subsidiary of one or more Borrowers whose financing is provided by the Loans and Letters of Credit, as each term is defined in the Credit Agreement, deems it to be in the direct pecuniary and business interests of Pledgor that the Borrowers obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor is granting a security interest in certain of its assets, including the Collateral, pursuant to the Pledge and Security Agreement.

Pledgor understands that the Lenders are willing to grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is execution and delivery of this Agreement.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means the Assignment attached hereto as Exhibit A.

“Collateral” means, collectively, all of Pledgor’s existing and future right, title and interest in its Intellectual Property (as defined in the Pledge and Security Agreement), except to

the extent any Intellectual Property is considered Excluded Collateral (as defined in the Pledge and Security Agreement).

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Recordation. Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

5. Power of Attorney. Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to, after the occurrence and during the continuance of an Event of Default, make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as Pledgor’s true and lawful attorney-in-fact, with the power to endorse Pledgor’s name on the Assignment and all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

6. Additional Documents. Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

7. New Collateral. If, before the Secured Obligations other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof.

8. Modifications for New Collateral. Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral

as contemplated by Section 7 hereof and, at the Administrative Agent's request, Pledgor shall execute any documents or instruments reasonably required by the Administrative Agent in order to modify this Agreement as provided by this Section 13.

9. Incorporation By Reference. Section 10.1 (Notices) of the Pledge and Security Agreement and 12.12 (Severability of Provisions; Captions; Attachments) of the Credit Agreement are incorporated by reference with each reference to the Pledge and Security Agreement and Credit Agreement thereto, respectively, deemed to be a reference to this Agreement.

10. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

11. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon Pledgor and the successors and permitted assigns of Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

12. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations), the Commitment terminated, the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, and any obligations outstanding under the Designated Hedge Agreements cash collateralized (based on the net termination value of such Designated Hedge Agreements on such termination date) by Borrowers, in form and substance satisfactory to the Administrative Agent, Pledgor (or the Administrative Agent) shall have the right to terminate this Agreement. Upon written request of Pledgor, the Administrative Agent shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Administrative Agent's security interest in the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by the Administrative Agent, for the benefit of the Lenders, pursuant hereto. Pledgor will indemnify the Administrative Agent in all respects for all costs incurred by the Administrative Agent in connection with such termination.

13. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

14. Governing Law; Submission to Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the respective rights and obligations of the Pledgor, the Administrative Agent and the Lenders shall be governed by New York law.

(b) Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York over any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWERS, PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

THE D.S. BROWN COMPANY


By: _____

Jeffrey J. Waskoek

Vice President and Treasurer

SCHEDULE 1

TRADEMARKS

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country
D.S. BROWN		Registered	9/24/2013	4405569	85660353	USA
DECKGUARD		Registered	9/23/2014	4607928	85659166	USA
DELASTIC-LS		Registered	7/13/2010	3816291	77657458	USA
EXODERMIC		Registered	8/5/2003	2747531	75642180	USA

PATENTS

None

COPYRIGHTS

Copyright Claimant	Registration Number	Registration Date	Title	Description
The D. S. Brown Company	TX0000269254	06/11/1979	The Delastiflex expansion joint system : new products report no. 1.	text
The D. S. Brown Company	TX0000437354	03/10/1980	The Delastiflex system expansion joints.	text

EXHIBIT A
ASSIGNMENT

WHEREAS, THE D.S. BROWN COMPANY, an Ohio corporation (“Pledgor”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of December 8, 2022 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”), in favor of KEYBANK NATIONAL ASSOCIATION as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the “Administrative Agent”), pursuant to which Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment may be executed upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement, and the Administrative Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of Pledgor’s existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 202__.

THE D.S. BROWN COMPANY

By: _____
Name: _____
Title: _____