

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHILDERS ROOFING & SHEET METAL, A TECTA AMERICA COMPANY, LLC		05/10/2023	Limited Liability Company: WISCONSIN
EMPIRE ROOFING, INC.		05/10/2023	Corporation: TEXAS
KATCHMARK CONSTRUCTION, A TECTA AMERICA COMPANY, LLC		05/10/2023	Limited Liability Company: WISCONSIN
MAHANEY, A TECTA AMERICA COMPANY, LLC		05/10/2023	Limited Liability Company: WISCONSIN
PIONEER ROOFING, A TECTA AMERICA COMPANY, LLC		05/10/2023	Limited Liability Company: WISCONSIN
ROOF SERVICES OF NEW YORK, A TECTA AMERICA COMPANY, LLC		05/10/2023	Limited Liability Company: WISCONSIN
TMR ROOFING, A TECTA AMERICA COMPANY, LLC		05/10/2023	Limited Liability Company: WISCONSIN
OSHKOSH INDUSTRIAL ROOFING & SHEETMETAL, A TECTA AMERICA COMPANY, LLC		05/10/2023	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	1525 W WT HARRIS BOULEVARD - 1B1
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4624309	
Registration Number:	5108993	EMPIRE ROOFING
Registration Number:	4628107	EMPIRE ROOFING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6022915	MAHANEY GROUP
Registration Number:	6022913	EXCELLENCE ELEVATED

CORRESPONDENCE DATA

Fax Number: 2125305219
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: 212-530-5878
Email: dcip@milbank.com, jgarces@milbank.com
Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	28302.00005
NAME OF SUBMITTER:	John Garces, Esq.
SIGNATURE:	/John Garces/
DATE SIGNED:	05/10/2023

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of May 10, 2023 (this “Agreement”), among the Persons listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”), as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement, dated as of April 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TOP ACQUISITION CORP. 2016, a Delaware corporation (“Holdings”), TECTA AMERICA CORP., a Wisconsin corporation (the “Borrower”), the Lenders party thereto and Wells Fargo, as Administrative Agent and Collateral Agent, and (b) the Second Lien Collateral Agreement dated as of April 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly

delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to the other parties that it has the corporate (or similar) capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

[Remainder of this page intentionally left blank]

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

CHILDERS ROOFING & SHEET METAL, A TECTA
AMERICA COMPANY, LLC, a Wisconsin
limited liability company
EMPIRE ROOFING, INC., a Texas corporation
KATCHMARK CONSTRUCTION, A TECTA
AMERICA COMPANY, LLC, a Wisconsin
limited liability company
MAHANEY, A TECTA AMERICA COMPANY, LLC,
a Wisconsin limited liability company
PIONEER ROOFING, A TECTA AMERICA
COMPANY, LLC, a Wisconsin limited liability
company
ROOF SERVICES OF NEW YORK, A TECTA
AMERICA COMPANY, LLC, a Wisconsin
limited liability company
TMR ROOFING, A TECTA AMERICA COMPANY,
LLC, a Wisconsin limited liability company

By: 

Name: David R. Reginelli
Title: Vice President

OSHKOSH INDUSTRIAL ROOFING & SHEETMETAL,
A TECTA AMERICA COMPANY, LLC, a
Wisconsin limited liability company

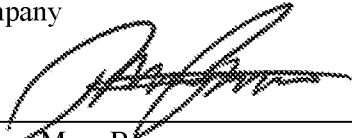
By: _____
Name: Marc Benson
Title: Vice President and Treasurer

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

CHILDERS ROOFING & SHEET METAL, A TECTA
AMERICA COMPANY, LLC, a Wisconsin
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limited liability company
MAHANEY, A TECTA AMERICA COMPANY, LLC,
a Wisconsin limited liability company
PIONEER ROOFING, A TECTA AMERICA
COMPANY, LLC, a Wisconsin limited liability
company
ROOF SERVICES OF NEW YORK, A TECTA
AMERICA COMPANY, LLC, a Wisconsin
limited liability company
TMR ROOFING, A TECTA AMERICA COMPANY,
LLC, a Wisconsin limited liability company

By: _____
Name: David R. Reginelli
Title: Vice President

OSHKOSH INDUSTRIAL ROOFING &
SHEETMETAL, A TECTA AMERICA
COMPANY, LLC, a Wisconsin limited liability
company

By:  _____
Name: Marc Benson
Title: Vice President and Treasurer


WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:

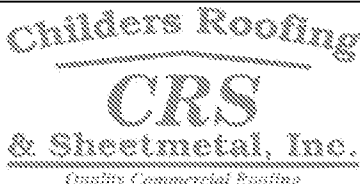

Name: Jordan Harris
Title: Managing Director

Schedule I

U.S. Trademark Registrations and Applications for Registrations

<u>Party</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>	<u>Owned/Leased</u>
Empire Roofing, Inc., a Texas corporation		4624309	October 21, 2014	Services – International Class: 37	Owned
Empire Roofing, Inc., a Texas corporation	EMPIRE ROOFING Disclaimer: “Roofing”	5108993	December 27, 2016	Services – International Class: 37	Owned
Empire Roofing, Inc., a Texas corporation	EMPIRE ROOFING and Design  Disclaimer: “Roofing”	4628107	October 28, 2014	Services – International Class: 37	Owned
Mahaney, A Tecta America Company, LLC		6022915	March 31, 2020	Services – International Class: 37	Owned
Mahaney, A Tecta America Company, LLC	Excellence Elevated	6022913	March 31, 2020	Services – International Class: 37	Owned

Unregistered Trademarks

<u>Party</u>	<u>Trademark</u>
Childers Roofing & Sheet Metal, A Tecta America Company, LLC	Childers Roofing & Sheetmetal
Childers Roofing & Sheet Metal, A Tecta America Company, LLC	

Roof Services of New York, A Tecta America Company, LLC	Roof Services
Roof Services of New York, A Tecta America Company, LLC	
Katchmark Construction, A Tecta America Company, LLC	Katchmark
Katchmark Construction, A Tecta America Company, LLC	Katchmark Construction
Katchmark Construction, A Tecta America Company, LLC	
Pioneer Roofing, A Tecta America Company, LLC	Pioneer Roofing
Pioneer Roofing, A Tecta America Company, LLC	
Oshkosh Industrial Roofing & Sheetmetal, A Tecta America Company, LLC	Oshkosh Industrial
Oshkosh Industrial Roofing & Sheetmetal, A Tecta America Company, LLC	Oshkosh Industrial Roofing & Sheet Metal
Oshkosh Industrial Roofing & Sheetmetal, A Tecta America Company, LLC	Oshkosh Industrial Roofing & Sheetmetal
Oshkosh Industrial Roofing & Sheetmetal, A Tecta America Company, LLC	
Oshkosh Industrial Roofing & Sheetmetal, A Tecta America Company, LLC	
TMR Roofing, A Tecta America Company, LLC	Tuscano-Maher Roofing
TMR Roofing, A Tecta America Company, LLC	