

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
2000 FOUNDATION PRODUCTS LLC		07/31/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INDEPENDENT BANKERS CAPITAL FUND IV, L.P., in its capacity as Collateral Agent		
<b>Street Address:</b>	5949 Sherry Lane, Suite 1472		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6281413	2000 INDUSTRIES GROUP	
<b>Registration Number:</b>	5643205	BUILDING A STRONG FOUNDATION TOGETHER	
<b>Registration Number:</b>	4001695	2000 INDUSTRIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	049600.000003		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	07/31/2023		

OP \$90.00 6281413

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, made and entered into as of July 31, 2023 (“IP Security Agreement”), is made by 2000 FOUNDATION PRODUCTS LLC, a Texas corporation (“Issuer”), in favor of INDEPENDENT BANKERS CAPITAL FUND IV, L.P., a Delaware limited partnership, in its capacity as collateral agent (acting in such capacity, the “Collateral Agent”) for itself and the other Noteholders party to the Note Purchase Agreement (as defined below).

WHEREAS, to secure the Obligations, Issuer and Collateral Agent have entered into the Senior Subordinated Note Purchase Agreement made and entered into as of July 31, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which (i) Issuer granted to Collateral Agent, for the benefit of the Noteholders and subject to the terms of the Subordination and Intercreditor Agreement a security interest in, and a lien on, all of such Issuer’s right, title and interest in and to all trademarks, trademark rights, patents, patent rights, copyrights, copyright rights, licenses, permits, trade names, trade name rights, and approvals, including, without limitation, those listed on Schedule 1 attached hereto, together with all goodwill, income, royalties, damages and payments now and hereafter due and payable thereunder and with respect thereto (collectively, the “IP Collateral”), and (ii) Issuer is required to execute and deliver to Collateral Agent this IP Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Note Purchase Agreement and herein contained, Issuer and Collateral Agent covenant and agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. To secure the Obligations, Issuer hereby grants to Collateral Agent, for the benefit of the Noteholders and subject to the terms of the Subordination and Intercreditor Agreement a security interest in, and a lien on, all of such Issuer’s right, title and interest in and to the IP Collateral, including, without limitation, those listed on Schedule 1 attached hereto. Schedule 1 attached hereto sets forth all registered patents, patent applications, registered trademarks, trademark applications, registered copyrights and copyright applications of the Issuer.

Section 3. Note Purchase Agreement. The security interest and lien granted pursuant to this IP Security Agreement is granted in conjunction with the security interest and lien granted to Collateral Agent pursuant to the Note Purchase Agreement and Issuer hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in and lien on the IP Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Issuer Remains Liable. Each Issuer hereby agrees that, anything herein to the contrary notwithstanding, such Issuer shall continue to have full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their IP Collateral subject to a security interest hereunder. If the Issuer fails to perform or observe any of its covenants or agreements set forth in this Section 4, or if the Issuer notifies the Collateral Agent that it intends to abandon any IP Collateral which is material to the Issuer’s business, the Collateral Agent 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 Issuer (or, at the Collateral Agent’s option, in the Collateral Agent’s own name) and may (but need not) take any and all other actions which the Collateral Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment. 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 Issuer shall pay the Collateral Agent on demand the amount of all moneys reasonably expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Collateral Agent in connection with or as a result of the Collateral Agent's taking action under this section, together with interest thereon from the date expended or incurred by the Collateral Agent at the Default Rate. Solely for purposes of, and to facilitate the Collateral Agent's taking action under this section (but without limiting any other appointment contained in any other Note Document), the Issuer hereby irrevocably appoints (which appointment is coupled with an interest) the Collateral Agent, or its delegate, as the attorney-in-fact of the Issuer 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 Issuer, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Issuer under this section to the extent the Issuer has failed to take such action. 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.

Section 5. Counterparts. This may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this IP Security Agreement to produce or account for more than one such counterpart.

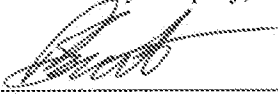
Section 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE OTHER NOTE DOCUMENTS (EXCEPT, AS TO ANY OTHER NOTE DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER NOTE DOCUMENT (EXCEPT, AS TO ANY OTHER NOTE DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF).

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**ISSUER:**

**2000 FOUNDATION PRODUCTS LLC,**  
a Texas limited liability company, as an Issuer

By:   
Name: David E. Smartt  
Title: President

*{Signature Pages Continue}*

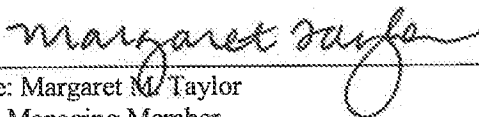
2000 INDUSTRIES  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 008150 FRAME: 0249**

COLLATERAL AGENT:

INDEPENDENT BANKERS CAPITAL FUND IV, L.P.,  
in its capacity as Collateral Agent

By: IBC IV, LLC,  
its General Partner

By:   
Name: Margaret M. Taylor  
Title: Managing Member

**SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. Patents and Patent Applications

None.

2. Trademark Registrations and Applications

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
2000 INDUSTRIES GROUP	6281413	03/02/2021
BUILDING A STRONG FOUNDATION TOGETHER	5643205	01/01/2019
2000 INDUSTRIES	4001695	07/26/2011

3. Copyright Registrations and Applications

None.