

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYALTY ROOFING USA, LLC		09/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO BANK N.A.		
Street Address:	135 N. Pennsylvania Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3228993	ROYALTY	
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		
ATTORNEY DOCKET NUMBER:	108362-00020		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	09/20/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made this 20th day of September, 2023, by and between ROYALTY ROOFING USA, LLC, a Delaware limited liability company (“**Grantor**”), and BMO BANK N.A., a national banking association (“**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”) by and among SPP Royalty MidCo, a Delaware limited liability company (“**Borrower**”), Grantor, the other Loan Parties party thereto, and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks and trademark or service mark licenses owned by Grantor, including those referred to on Schedule I hereto (collectively, “**Trademarks**”);
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark;

provided, that, notwithstanding the foregoing, the Security Interest shall not extend to, and the Trademark Collateral, shall not include any Excluded Assets.

3. **SECURITY FOR INDEBTEDNESS**. This Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now owned and existing or hereafter acquired or arising. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy or similar proceeding involving Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademark or become entitled to the benefit of any trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark, in each case to the extent constituting Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademark rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed by original, facsimile or other electronic signatures (which shall be binding and enforceable the same as if original), in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

7. WAIVER OF JURY TRIAL, GOVERNING LAW AND JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 10.17, AND 10.18 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

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

GRANTOR:

ROYALTY ROOFING USA, LLC,
a Delaware limited liability company

By: 

Andrew Das, Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
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LENDER:

BMO BANK N.A.,
a national banking association

By: Kelly Arnold Mosser
Kelly Arnold Mosser, Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008203 FRAME: 0987

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Type</u>	<u>Registration Number</u>	<u>Registered Owner</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Service Mark	3228993	Royalty Roofing USA, LLC	4/17/2007	Federal

