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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM847242

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wiseway, LLC		10/19/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	RGA Reinsurance Company	
Street Address:	16600 Swingley Ridge Road	
City:	Chesterfield	
State/Country:	MISSOURI	
Postal Code:	63017	
Entity Type:	Corporation: MISSOURI	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2830194	PLUMBING MALL

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2154841
NAME OF SUBMITTER:	Alexis Lupica
SIGNATURE:	/Alexis Lupica/
DATE SIGNED:	10/19/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19 day of October, 2023, by WISEWAY, LLC, a Delaware limited liability company ("Grantor"), in favor of RGA REINSURANCE COMPANY, a Missouri corporation, as Agent for the Secured Parties (as defined in the Collateral Agreement, hereafter defined) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Credit Agreement dated as of September 9, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement", including by that certain First Amendment to Credit Agreement dated as of the date hereof) providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 9, 2022, by and among, *inter alia*, Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests.</u> To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:
 - (i) each Trademark owned by Grantor listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (ii) all products and proceeds of the forgoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark owned by Grantor, or (b) injury to the goodwill associated with any Trademark owned by Grantor.
- 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service

TRADEMARK REEL: 008233 FRAME: 0023 marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. <u>Termination</u>. At such time as the Secured Obligations have been paid in full in cash, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

[signature page follows]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

WISEWAY, LLC

Name:

Cory Heck

Title: Chairman

Agreed and Accepted As of the Date First Above Written:

RGA REINSURANCE COMPANY

By: Brett Parr

Title: Managing Director, Private Debt &

Equity Investments

[Trademark Security Agreement]

SCHEDULE 1

Trademarks

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RECORDED: 10/19/2023