

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM854819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRATED OPENINGS SOLUTIONS, LLC		11/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEERPATH FUND SERVICES, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90771690	IOS INTEGRATED OPENINGS SOLUTIONS	
Serial Number:	90772747	INTEGRATED OPENINGS SOLUTIONS	
Serial Number:	90771684	IOS	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
ATTORNEY DOCKET NUMBER:	010997-0344		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	11/20/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2023 (the “**Agreement**”), by and between INTEGRATED OPENINGS SOLUTIONS, LLC, an Delaware limited liability company (“**Borrower**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Borrower, INTEGRATED OPENINGS SOLUTIONS BUYER, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrower, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Borrower has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrower under the Loan Agreement, Secured Party requires that Borrower grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrower pursuant to the Loan Agreement, Borrower agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Borrower does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Borrower (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its trademarks, trademark applications, including but not limited to those referred to on ***Schedule 1*** hereto, all common law rights associated with the foregoing, and all rights of priority associated with the foregoing, together with all goodwill associated therewith or symbolized thereby;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything contained herein to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Agreement, the Security Agreement shall control.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in

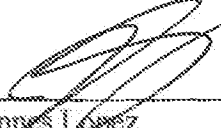
accordance with, the laws of the State of New York, without regard to conflict of law principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

Very truly yours,

INTEGRATED OPENINGS SOLUTIONS, LLC
a Delaware limited liability company

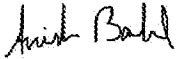
By: 
Name: Johannes Lopez
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008263 FRAME: 0870

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: 

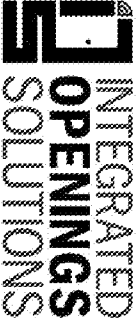
Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1
to

Trademark Security Agreement

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Owner	Registration No.	Registration Date
 The logo for Integrated Openings Solutions features a stylized 'I' and 'O' icon to the left of the text 'INTEGRATED OPENINGS SOLUTIONS' in a bold, sans-serif font.	Integrated Openings Solutions, LLC	6952414	2023-01-17
INTEGRATED OPENINGS SOLUTIONS	Integrated Openings Solutions, LLC	6944983	2023-01-03
IOS	Integrated Openings Solutions, LLC	6778697	2022-07-05

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]