OP \$40.00 97391537

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM855178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Totalcover, Inc.		11/21/2023	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Investors Bank, a division of Citizens Bank, N.A.	
Street Address:	28 State Street	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02109	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97391537	TOTALCOVER, INC.

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: 6172485000

Email: tmadmin@choate.com

Correspondent Name: Choate Hall & Stewart LLP

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2007593-0070
NAME OF SUBMITTER:	Brian E. Reese
SIGNATURE:	/Brian E. Reese/
DATE SIGNED:	11/21/2023

Total Attachments: 7

source=Citizens__TSG - Patents Trademarks and Copyrights Security Agreement Supplement (TotalCover inc.) (Executed)#page1.tif

source=Citizens__TSG - Patents Trademarks and Copyrights Security Agreement Supplement (TotalCover inc.) (Executed)#page2.tif

source=Citizens__TSG - Patents Trademarks and Copyrights Security Agreement Supplement (TotalCover inc.) (Executed)#page3.tif

source=Citizens__TSG - Patents Trademarks and Copyrights Security Agreement Supplement (TotalCover inc.) (Executed)#page4.tif

source=Citizens__TSG - Patents Trademarks and Copyrights Security Agreement Supplement (TotalCover inc.) (Executed)#page5.tif

source=Citizens__TSG - Patents Trademarks and Copyrights Security Agreement Supplement (TotalCover inc.) (Executed)#page6.tif

source=Citizens__TSG - Patents Trademarks and Copyrights Security Agreement Supplement (TotalCover inc.) (Executed)#page7.tif

PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT SUPPLEMENT

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT SUPPLEMENT (the "Supplement") is made on the 21st day of November, 2023 between **TOTALCOVER, INC.**, a Texas corporation (the "Assignor"), and **INVESTORS BANK**, a division of Citizens Bank, N.A., as Agent for the Lenders (the "Agent"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WHEREAS, the Assignor is a party to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of July 16, 2021 (as amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and certain other loan documents executed in connection therewith; and

WHEREAS, pursuant to the Loan Agreement, the Assignor has executed and delivered to Agent that certain Amended and Restated Patents, Trademarks and Copyrights Security Agreement dated as of July 16, 2021 (as amended, restated, replaced, modified and/or supplemented from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the IP Security Agreement, the Assignor has granted to Agent a security interest in the Additional Collateral (as defined in Section 1 below) of the Assignor and has agreed as a condition thereof to execute this Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

- SECTION 1. <u>Grant of Security</u>. The Assignor hereby grants to the Agent a security interest in all of the Assignor's right, title and interest in and to the following (the "Additional Collateral"):
- (a) Each of the Copyrights (as defined in the IP Security Agreement) which are presently, or in the future may be, owned by the Assignor, in whole or in part, as the same may be updated hereafter from time to time, including, without limitation, those Copyrights listed on Schedule A hereto;
- (b) Each of the Patents (as defined in the IP Security Agreement) which are presently, or in the future may be, owned by the Assignor, in whole or in part, as the same may be updated hereafter from time to time, including, without limitation, those Patents listed on Schedule B hereto; and
- (c) Each of the Trademarks (as defined in the IP Security Agreement) which are presently, or in the future may be, owned by the Assignor, in whole or in part, including, without limitation, those Trademarks listed on Schedule C hereto.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the

world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

SECTION 2. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the IP Security Agreement. The Assignor does hereby acknowledge and confirm that the grant of the security interest hereunder to and the rights and remedies of the Agent with respect to the Additional Collateral are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict with the terms of this Supplement and the IP Security Agreement, the terms of the IP Security Agreement shall control.

SECTION 3. <u>Termination</u>. This Supplement shall terminate concurrently with the termination of the IP Security Agreement in accordance with the terms thereof.

SECTION 4. <u>Governing Law</u>. The validity and interpretation of this Supplement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

[SIGNATURE PAGES TO FOLLOW]

2

IN WITNESS WHEREOF, the Assignor has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TOTALCOVER, INC.

By:

Name: Curtis Seth Meyer

Title: Co-Chief Executive Officer and

President

[Signature Page to Patents, Trademarks, and Copyrights Security Agreement Supplement]

INVESTORS BANK, a division of Citizens Bank, N.A., as Agent

SCHEDULE A (Copyrights)

None.

SCHEDULE B (Patents)

None.

SCHEDULE C (Trademarks)

TM/AN/RN/Disclaimer	Status/Key Dates	Owner
TOTALCOVER, INC.	Applied: 05/02/2022	TotalCover, Inc. (Texas Corporation)
TOTALEOVEK, INC.	Applied: 03/02/2022	9300 United Drive, Suite 180
Application No.: 97391537		Austin, Texas 78758
Application No.: 97391337		United States of America

RECORDED: 11/21/2023