

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856242

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Vinyl Outlet, Inc.		11/14/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as administrative agent		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88742364	THE VINYL OUTLET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	23748258		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	11/27/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated as of November 14, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by The Vinyl Outlet, Inc. (the “Grantor”) in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement.

WHEREAS, the Grantor owns the trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain (i) Credit Agreement dated as September 22, 2023 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among TSR Concrete Coatings, LLC (“TSR Concrete”), as a borrower, any other person that joins as a borrower pursuant thereto, the financial institutions from time to time party thereto as lenders (together with their respective successors and permitted assigns, the “Lenders”) and Agent and (ii) Guarantee and Collateral Agreement dated as of September 22, 2023 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement) among TSR Concrete, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”);

WHEREAS, as of the date hereof, the Grantor is joining (i) as a borrower to the Credit Agreement pursuant to the terms thereof and (ii) as a Grantor to the Collateral Agreement pursuant to the terms thereof;

WHEREAS, pursuant to the terms of the Collateral Agreement, the Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

- (a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto

owned by the Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as the Grantor begins to use such Trademarks and a statement or declaration of use has been accepted by the United States Patent and Trademark Office);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by the Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.


The Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor, from time to time, in Grantee’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.


**THE VINYL OUTLET, INC.,** as Grantor

DocuSigned by:  


By: \_\_\_\_\_  
Name: Gerald Gear  
Title: Chief Executive Officer

ACKNOWLEDGED:

**TWIN BROOK CAPITAL PARTNERS,  
LLC, as Agent**

By:   
Kimberly Trick (Nov 14, 2023 10:21 CST)  
Name: Kim Trick  
Title: Managing Director

**SCHEDULE 1**  
**to**  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>
United States	THE VINYL OUTLET	88742364	6134935