

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinity Solar, LLC		12/15/2023	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	1 Light Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3753808	TRINITY SOLAR	
Registration Number:	5873699	TRINITY SOLAR	
Registration Number:	3989064	TRINITY SOLAR	
Registration Number:	6123761	TRINITY SOLAR	
Registration Number:	5973262	SUN SAVES	
Registration Number:	5973145	TRINITY	
Registration Number:	6214739	ENERGY WITH INTEGRITY.	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Mary Grace Gallagher		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Mary Grace Gallagher		
SIGNATURE:	/Mary Grace Gallagher/		

OP \$190.00 3753808

DATE SIGNED:	12/15/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated December 15, 2023, is made by **TRINITY SOLAR, LLC**, a New Jersey limited liability company (the “*Grantor*”), in favor of **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation (the “*Lender*”).

WHEREAS, the Grantor owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor and the Lender are parties to an Amended and Restated Credit Agreement of even date herewith (as the same maybe amended from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to the terms of the Amended and Security Agreement of even date herewith (as the same may be amended from time to time, the “*Security Agreement*”), between the Grantor, as debtor, and the Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor’s Intellectual Property (as defined in the Security Agreement), whether currently existing or hereafter arising or acquired, including without limitation all trademarks and registrations thereof, together with the goodwill of the business symbolized by such trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee 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 currently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration including, without limitation, any trademark or trademark registration referred to in Schedule 1 annexed hereto.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

TRINITY SOLAR, LLC

By: 
Name: John Bedard
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008289 FRAME: 0920**

**Schedule 1
to
Trademark Security Agreement
Dated as of December 15, 2023**

U.S. TRADEMARK REGISTRATIONS

Trinity Solar, LLC		
Trademark/Service Mark	Serial No./Registration No. (Filing/Registration Date)	Country
TRINITY SOLAR TRINITY SOLAR	77653417 / 3,753,808 / March 2, 2010	USA
TRINITY SOLAR 	88359528 / 5,873,699 / October 1, 2019	USA
TRINITY SOLAR 	85162595 / 3,989,064 / July 5, 2011	USA
TRINITY SOLAR 	88359528 / 5,873,699 / October 1, 2019	USA
TRINITY SOLAR 	88761370 / 6,123,761 / August 11, 2020	USA
SUN SAVES SUN SAVES	88536123 / 5,973,262 / January 28, 2020	USA

TRINITY TRINITY	88523970 / 5,973,145 / January 28, 2020	USA
ENERGY WITH INTEGRITY ENERGY WITH INTEGRITY.	88771055 / 6,214,739 / December 8, 2020	USA
TRINITY SOLAR	00003376577 / May 24, 2019	UK

TRADEMARK APPLICATIONS

Trademark/Service Mark	Owner	Serial No./Registration No. (Filing/ Registration Date)	Renewal Deadline	Country
TRINITY ROOFING TRINITY ROOFING	Trinity Solar, LLC	90072019 / July 24, 2020	N/A	USA