

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI47812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fargo Roofing & Siding, LLC		02/22/2024	Limited Liability Company: NORTH DAKOTA
RECEIVING PARTY DATA			
Company Name:	Capitala Private Advisors, LLC		
Street Address:	850 New Burton Road, Suite 201		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6031221	FARGO ROOFING & SIDING	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	(312)807-4346		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com		
Correspondent Name:	Alexis Crawford Douglas		
Address Line 1:	K&L Gates LLP		
Address Line 2:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	2829226		
NAME OF SUBMITTER:	Valerie Swanson		
SIGNATURE:	Valerie Swanson		
DATE SIGNED:	02/26/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 22 day of February, 2024, by Fargo Roofing & Siding, LLC, a North Dakota limited liability company (“Grantor”), in favor of Capitala Private Advisors, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of February 22, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of February 22, 2024, among Grantor, one or more of its affiliates 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, for the benefit of Secured Parties, 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. Incorporation of Credit Agreement and Collateral Agreement. 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. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, 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 Schedule 1 annexed hereto, together with any reissues, continuations or extensions 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. Intent-To-Use Trademarks. 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 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. Termination. At such time as the Obligations have been Paid in Full, 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]

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

**FARGO ROOFING & SIDING,
LLC**

By: Aligned Exteriors Group LLC, its Manager

By: 
Name: Jacob Meister
Title: Manager

Agreed and Accepted
As of the Date First Above Written:

CAPITALA PRIVATE ADVISORS, LLC,
as Agent

By: _____
Name: Joseph B. Alala, III
Title: Chief Executive Officer

[Trademark Security Agreement]

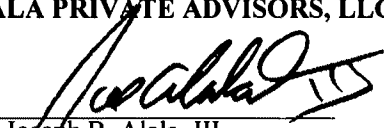
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

FARGO ROOFING & SIDING, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Above Written:

CAPITALA PRIVATE ADVISORS, LLC,
as Agent

By: 
Name: Joseph B. Alala, III
Title: Chief Executive Officer

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
FARGO ROOFING & SIDING, LLC	FARGO ROOFING & SIDING	6,031,221	4/7/2020

Trademark Applications

Name of Owner	Trademark	Application #	Application Date