

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM167402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cook & Boardman Group, LLC		03/04/2024	Limited Liability Company: DELAWARE
Precision Doors & Hardware, LLC		03/04/2024	Limited Liability Company: DELAWARE
CBG Midwest, LLC		03/04/2024	Limited Liability Company: DELAWARE
A3 COMMUNICATIONS, INC.		03/04/2024	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5506871	HINGE TWEAKER	
Registration Number:	3389418	PRECISION DOORS & HARDWARE	
Registration Number:	5421794	COOK & BOARDMAN	
Registration Number:	5898819	NATIONAL PRESENCE. LOCAL SERVICE.	
Registration Number:	5674148	THE COOK & BOARDMAN GROUP	
Registration Number:	3377176	B	
Registration Number:	3460152	BASS SECURITY	
Registration Number:	3103786	BASS SECURITY SERVICES, INC.	
Registration Number:	2577782	LOCKSMITH USA	
Registration Number:	5532907	3SIXTYINTEGRATED	
Registration Number:	5411034	3SIXTYINTEGRATED	
CORRESPONDENCE DATA			
Fax Number:	2129692900		

CH \$290.00.00 87675506

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: 2129693000
Email: ypan@proskauer.com,KHobbis@proskauer.com
Correspondent Name: Kathryn C. Hobbis
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	28327.071
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NAME OF SUBMITTER:	Yuming Pan
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SIGNATURE:	Yuming Pan
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DATE SIGNED:	03/04/2024
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Total Attachments: 5

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TERM LOAN TRADEMARK SECURITY AGREEMENT

TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2024, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Alter Domus (US) LLC, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement dated as of March 4, 2024, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Term Loan Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment or performance, as the case may be, when due of all of the Obligations, each Grantor does hereby pledge and grant to the Collateral Agent for the benefit of the Secured Creditors, a continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor or in which such Grantor has any rights:

- (a) U.S. Marks of such Grantor listed on Schedule I attached hereto (other than “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute

this Trademark Security Agreement by signing and delivering one or more counterparts. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

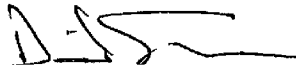
SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[Signature page follows]

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

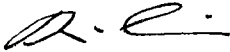
Very truly yours,

THE COOK & BOARDMAN GROUP, LLC,
PRECISION DOORS & HARDWARE, LLC,
CBG MIDWEST, LLC, and
A3 COMMUNICATIONS, INC.,
as Grantors

By: 
Name: David Eisner
Title: CFO, Treasurer and Secretary

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent


By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008360 FRAME: 0129

**SCHEDULE I
TO
TERM LOAN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

U.S. Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Precision Doors & Hardware, LLC	HINGE TWEAKER	5506871	July 3, 2018
Precision Doors & Hardware, LLC	PRECISION doors & hardware	3389418	February 26, 2008
The Cook & Boardman Group, LLC	COOK & BOARDMAN	5421794	March 13, 2018
The Cook and Boardman Group, LLC	NATIONAL PRESENCE. LOCAL SERVICE.	5898819	October 29, 2019
The Cook & Boardman Group, LLC	THE COOK & BOARDMAN GROUP	5674148	February 12, 2019
CBG Midwest, LLC		3377176	February 5, 2008
CBG Midwest, LLC	BASS SECURITY	3460152	July 8, 2008
CBG Midwest, LLC	BASS SECURITY SERVICES, INC.	3103786	June 13, 2006
CBG Midwest, LLC		2577782	June 11, 2002
A3 COMMUNICATIONS, INC.	3SIXTYINTEGRATED	5532907	August 7, 2018
A3 COMMUNICATIONS, INC.		5411034	February 27, 2018

U.S. Trademark Applications:

None.