

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O'DONNELL METAL DECK, LLC		11/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FARRAGUT SBIC FUND II, LP		
Street Address:	5301 Wisconsin Avenue NW, Suite 410		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20015		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5356074	O'DONNELL METAL DECK	
CORRESPONDENCE DATA			
Fax Number:	8046982196		
<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:	804 775 1846		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Stephanie A. Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	12/07/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 30, 2020 (as supplemented, modified, amended, amended and restated or replaced in writing from time to time, this “Agreement”), between O’DONNELL METAL DECK, LLC, a Delaware limited liability company (the “Grantor”) and FARRAGUT SBIC FUND II, LP (together with successors and assigns in such capacity, the “Secured Party”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 30, 2020 (as supplemented, modified, amended, amended and restated or replaced in writing from time to time, the “Security Agreement”) among Grantor, certain other parties signatory thereto, and the Secured Party pursuant to which the Grantor is required to execute and deliver this Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Transaction Documents, the Grantor hereby agrees with the Secured Party 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. The Grantor hereby pledges and grants to Secured Party a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, “Trademarks”); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “Trademark Licenses”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE PROVISIONS OF SECTION 6 OF THE SECURITY AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE SECURITY AGREEMENT.

SECTION 5. Counterparts. This Agreement may be executed originally or by facsimile or other means of electronic transmission and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

O'DONNELL METAL DECK, LLC,
as the Grantor

By: 

Name: Matthew Weiss

Title: President

Accepted and Agreed:

FARRAGUT SBIC FUND II, LP,
as the Secured Party

By: Farragut Capital Partners II, LLC,
its General Partner

By: Farragut Capital Partners, Inc.
its Manager

By: 
Name: Philip A. McNeill
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1. The trademark issued by the U.S. Patent and Trademark Office for
“O’Donnell Metal Deck” (Reg. No. 5,356,074).

Schedule I

137776079

RECORDED: 12/07/2020

TRADEMARK
REEL: 007125 FRAME: 0332