OP \$240.00 5033126

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM615779

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tecnoglass S.A.S.	FORMERLY Tecnoglass S.A.	12/10/2020	Corporation: COLOMBIA
Componenti USA LLC		12/10/2020	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	BBVA USA, as Administrative Agent	
Street Address:	8333 Douglas Avenue, Second Floor	
Internal Address:	TX-DA-DG-AGY	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75225	
Entity Type:	Corporation: ALABAMA	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	5033126	TECNOAIR	
Registration Number:	5056005	TECNOBEND	
Registration Number: 4886124 TECNOGLASS		TECNOGLASS	
Registration Number:	5147366	TECNOG	
Registration Number:	5064886	SOLARTEC BY TECNOGLASS	
Registration Number:	3378311	ALUTIONS BY TECNOGLASS	
Registration Number: 3378309 ALUTIONS		ALUTIONS	
Registration Number:	4936035	C COMPONENTI ARCHITECTURAL SPECIALTIES	
Registration Number:	4910489	COMPONENTI ARCHITECTURAL SPECIALTIES	

CORRESPONDENCE DATA

Fax Number: 7040444885

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: 7043432104

Email: twitcher@mcguirewoods.com **Correspondent Name:** Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP Address Line 2: 201 N. Tryon Street, Suite 3000 Address Line 4: Charlotte, NORTH CAROLINA 28202 NAME OF SUBMITTER: Terry L. Witcher **SIGNATURE:** /s/ Terry L. Witcher **DATE SIGNED:** 12/21/2020 **Total Attachments: 6** source=Tab 21 - Tecno - Intellectual Property Security Agreement#page1.tif source=Tab 21 - Tecno - Intellectual Property Security Agreement#page2.tif source=Tab 21 - Tecno - Intellectual Property Security Agreement#page3.tif source=Tab 21 - Tecno - Intellectual Property Security Agreement#page4.tif source=Tab 21 - Tecno - Intellectual Property Security Agreement#page5.tif

source=Tab 21 - Tecno - Intellectual Property Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 10, 2020 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BBVA USA as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Tecnoglass Inc. a Cayman Islands corporation ("Tecnoglass"), Tecno RE, LLC, a Florida limited liability company ("Tecno RE"), GM&P Consulting and Glazing Contractors, Inc., a Florida corporation ("GM&P"), E.S. Windows, LLC, a Florida limited liability company ("ESW"), C.I. Energia Solar S.A.S., a Colombia simplified stock corporation ("C.I. Energia"), and Tecnoglass S.A.S., a Colombia simplified stock corporation ("Tecnoglass S.A.S.", and collectively, with Tecnoglass, Tecno RE, GM&P, ESW and C.I. Energia, the "Borrowers", and each, individually a "Borrower"), have entered into a Credit Agreement dated as of October 30, 2020 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined), with BBVA USA, as Administrative Agent, and the Lenders from time to time party thereto.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 30, 2020 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in <u>Schedule B</u> hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in <u>Schedule C</u> hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.
- SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.
- SECTION 4. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.
- SECTION 6. <u>Governing Law</u>. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

Address for Notices: 14820 NW 60th Avenue Miami Lakes, FL 33138 COMPONENTI USA LEG

Name: Santiago Giraldo López Title: Authorized Signatory

Address for Notices:

Av. Circunvalar a 100 metros de la via 40 Las Flores, Barranquilla, Colombia TECNOGLASS S.A.S.

By:
Name: Santiago Giraldo López
Title: Authorized Signatory

Address for Notices: 10653 NE Quaybridge Ct Suite C 2 Miami, FL 33138 TECNOGLASS, LLC:

Name: Santiago Giraldo López Title: Authorized Signatory

Schedule A

PATENT

Country	Appl No.	Application date/ Filing	Patent No.	<u>Issue</u> <u>Date</u>	<u>Title</u>	Applicant/Owner
		<u>date</u>				
US	D546,485	11/23/2015	D780945	3/7/2017	Louver assembly	Componenti USA, LLC

¹ Now Tecnoglass S.A.S.
² Now Tecnoglass S.A.S.
³ Now Tecnoglass S.A.S.
⁴ Now Tecnoglass S.A.S.
⁵ Now Tecnoglass S.A.S.
⁶ Now Tecnoglass S.A.S.
⁷ Now Tecnoglass S.A.S.

Schedule B

TRADEMARKS

Country US	Serial No. 86762902	Filing date 9/21/2015	Registration No.	Registration date 8/30/2016	Mark TECNOAIR	Registrant/Owner Tecnoglass S.A.1
US	86762885	9/21/2015	5056005	10/4/2016	TECNOBEND	Tecnoglass S.A. ²
US	86743895	9/1/2015	4886124	1/12/2016	TECNOGLASS	Tecnoglass S.A. ³
US	86660489	6/12/2015	5147366	2/21/2017	TECNOG	Tecnoglass S.A.4
US	86496682	1/6/2015	5064886	10/18/2016	SOLARTEC BY TECNOGLASS	Tecnoglass S.A. ⁵
US	77204932	6/13/2007	3378311	2/5/2008		Tecnoglass S.A.
US	77204693	6/13/2007	3378309	2/5/2008	ALUTIONS	Tecnoglass S.A. ⁷
US	86682464	7/2/2015	4936035	4/12/2016	COMPONENT!	Componenti USA, LLC
US	86682382	7/2/2015	4910489	3/1/2016	COMPONENTI ARCHITECTURAL SPECIALTIES	Componenti USA, LLC

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Schedule C

COPYRIGHTS

Country	Title	Registration No.	Registration date	Registrant
US	HP3060 Alum. Window Wall System W03- 108.	VA0002018188	9/22/2016	Tecnoglass, LLC
US	HP3060 Alum. Window Wall System W04-25.	VA0002018180	9/22/2016	Tecnoglass, LLC
US	HP3070 Alum. Window Wall System W03- 115.	VA0002018167	9/22/2016	Tecnoglass, LLC
US	HP3070 Alum. Window Wall System W04-26.	VA0002018182	9/22/2016	Tecnoglass, LLC
US	Series 2400ST Alum. Sld. Glass Door W01-54.	VA0002018191	9/22/2016	Tecnoglass, LLC
US	Series 2400ST Alum. Sld. Glass Door W01-75.	VA0002018192	9/22/2016	Tecnoglass, LLC

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RECORDED: 12/21/2020