

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOWN-LITE INTERNATIONAL, INC.		11/05/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 South LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90711879	COMFORT TO THE CORE	
Serial Number:	90185221	CONTINUOUS SUPPORT	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2759.196		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	11/05/2021		
Total Attachments: 5			
source=Down-Lite Trademark Security Agreement#page1.tif			
source=Down-Lite Trademark Security Agreement#page2.tif			

OP \$65.00 90711879

source=Down-Lite Trademark Security Agreement#page3.tif
source=Down-Lite Trademark Security Agreement#page4.tif
source=Down-Lite Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 5th day of November, 2021, by **DOWN-LITE INTERNATIONAL, INC.**, an Ohio corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, as Lender ("Lender");

WITNESSETH

WHEREAS, Grantor, certain of Grantor's affiliates, and Lender are parties to a certain Loan and Security Agreement dated as of May 14, 2021 (as the same has been or may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, for its benefit, 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 below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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 Loan Agreement. The Loan 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 Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" Trademarks until such time as such Loan Party begins to use such Trademarks), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals and extensions of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, for its benefit, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Whenever in this Agreement reference is made to Lender or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

[Signature pages follow]

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

DOWN-LITE INTERNATIONAL, INC., an
Ohio corporation

By: 


Name: Joshua Werthaiser

Title: Chief Financial Officer

Agreed and accepted as of the date first written above:

BANK OF AMERICA, N.A.,

as Lender

By: 
Name: PETER KROOFF
Title: SVP

SCHEDULE 1

Trademarks

TRADEMARK	SERIAL NUMBER	FILE DATE	OWNER
COMFORT TO THE CORE	90711879	05/14/2021	Down-Lite International, Inc.
CONTINUOUS SUPPORT	90185221	09/16/2020	Down-Lite International, Inc.