

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whirlwind Steel Buildings, Inc.		11/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	800 Capital Street, 14th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1436194	WHIRLWIND	
Registration Number:	2559202	WEATHER LOK	
Registration Number:	2764642	LOW RIB	
Registration Number:	3761538	COR-SPAN	
Registration Number:	3761539	STURDI-SPAN	
Registration Number:	2792527	WEATHER SNAP	
Registration Number:	3455390	COOL WHITE	
Registration Number:	5745017	WE BUILD FOR LIFE	
Registration Number:	5509699	STURDI-STORAGE	
Registration Number:	5509700	STURDI-SPACE	
Registration Number:	5745018	NO HEADACHES	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		

OP \$290.00 1436194

TRADEMARK

ATTORNEY DOCKET NUMBER:	17997.2196_HopeO
NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	11/08/2021

Total Attachments: 5

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source=2021-11-05 Trademark Security Agreement from Whirlwind to Bank of America#page2.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of November 5, 2021, is made by **WHIRLWIND STEEL BUILDINGS, INC.**, a Delaware corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor, Lender and the other Persons party thereto.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the Intellectual Property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**").

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

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security.** Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

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

WHIRLWIND STEEL BUILDINGS, INC., as
Grantor

By: 
Name: Tyson C. Sturdivant
Title: President

[Signature Page to Trademark Security Agreement]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Lisa Huynh
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007487 FRAME: 0352

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Nature of Interest (e.g., owner, licensee, other)	Registered Trademark	Registration Number	Property Covered	Date of Registration
Owner	WHIRLWIND and Design	1,436,194	Logo and Name	4/14/1987
Owner	WEATHER LOK	2,559,202	Product Name	4/9/2002
Owner	LOW RIB	2,764,642	Product Name	9/16/2003
Owner	COR-SPAN	3,761,538	Product Name	3/16/2010
Owner	STURDI-SPAN	3,761,539	Product Name	3/16/2010
Owner	WEATHER SNAP	2,792,527	Product Name	12/9/2003
Owner	COOL WHITE	3,455,390	Product Name	6/24/2008
Owner	WE BUILD FOR LIFE	5,745,017	Slogan	5/17/2019
Owner	STURDI-STORAGE	5,509,699	Product Name	7/3/2018
Owner	STURDI-SPACE	5,509,700	Product Name	7/3/2018
Owner	NO HEADACHES	5,745,018	Slogan	5/7/2019