

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729823

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900693225		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Titus Group, Inc.		01/28/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LMP PVF Holdco, LLC		
<b>Street Address:</b>	8401 N. Central Expressway, Suite 850		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6220759	TITUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	214-770-1433		
<b>Email:</b>	Tom@landrymarks.com		
<b>Correspondent Name:</b>	LMP PVF Holdco, LLC		
<b>Address Line 1:</b>	8401 N. Central Expressway, Suite 850		
<b>Address Line 4:</b>	Dallas, TEXAS 75225		
<b>NAME OF SUBMITTER:</b>	Thomas M. Landry		
<b>SIGNATURE:</b>	/tom landry/		
<b>DATE SIGNED:</b>	05/24/2022		
<b>Total Attachments: 6</b>			
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source=Bill of Sale#page4.tif			



## BILL OF SALE

This Bill of Sale (this "Bill of Sale") is executed and delivered as of January 28, 2022, by Titus Group, Inc., a Delaware corporation ("Titus Group"), to LMP PVF Holdco, LLC, a Texas limited liability company ("LMP"), pursuant to the Foreclosure Agreement, dated as of December 31, 2021, between Titus Group and LMP (the "Foreclosure Agreement"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Foreclosure Agreement.

WHEREAS, pursuant to the Credit Agreement, PNC Bank, as predecessor in interest to LMP, and Landry Marks, as predecessor in interest to LMP, made loans to Titus Group (the "Loans") and granted as security for the Loans, security interests in the Credit Agreement Collateral;

WHEREAS, pursuant to the PO Purchase Agreement, Titus Group is indebted to LMP as successor in interest to Landry Marks and granted to LMP as successor in interest to Landry Marks, in its capacity as factor, a security interest in the Factor Collateral;

WHEREAS, Titus Group subsequently defaulted in the performance of its obligations under the Credit Agreement and its performance of its obligations under the PO Purchase Agreement;

WHEREAS, Titus Group and LMP executed the Foreclosure Agreement, pursuant to which, among other things, Titus agreed to assign, transfer and deliver any right, title or interest, if any, it has in any Collateral described or listed on Schedule A to LMP in partial satisfaction of the indebtedness under the Credit Agreement and in full satisfaction of the obligations owed in respect of the PO Purchase Agreement (the "Tendered Collateral"); and

WHEREAS, by executing this Bill of Sale, Titus Group desires to convey any right, title or interest it has in the Tendered Collateral to LMP in partial satisfaction of the indebtedness owed under the Credit Agreement and in full satisfaction of obligations under the PO Purchase Agreement as described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the partial satisfaction of the indebtedness under the Credit Agreement as determined by the Foreclosure Agreement:

Section 1. Transfer. Titus Group hereby assigns, transfers and delivers to LMP, all of Titus Group's rights, title and interest in the Tendered Collateral.

Section 2. Condition of Subject Assets. Titus Group makes no warranty relating to title, possession, quiet enjoyment, or the like with respect to any of the Tendered Collateral. The Tendered Collateral is transferred in "AS IS" condition "WITH ALL FAULTS" (and without any representation or warranty of any kind). Except as expressly set forth in this Bill of Sale, neither Titus Group nor any other person or entity has made, and SMP has not relied upon, any express or implied representation or warranty on behalf of Titus Group in connection herewith, including any implied warranties of merchantability, fitness for a particular purpose, title or enforceability, including as to (a) the physical condition or usefulness for a particular purpose of the personal property included in the Tendered Collateral, (b) the use of such Tendered Collateral by

LMP on or after the date hereof in any manner, or (c) the probable success or profitability of the ownership, use or operation of such Tendered Collateral by LMP on or after the date hereof. EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE, THE TENDERED COLLATERAL IS HEREBY TRANSFERRED "AS-IS, WHERE IS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS.

Section 3. Further Assurances. Subject to the limitations herein, if LMP shall consider or be advised that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm ownership (of record or otherwise) in LMP (or its designee) of its right, title or interest in, to or under any or all of the Tendered Collateral, Titus Group shall execute and deliver all deeds, bills of sale, instruments of conveyance, assignments and assurances and take and do all such other actions and things as may be reasonably requested by LMP (or its designee) in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in LMP, in each case at LMP's cost and expense.

Section 4. Successors. This Agreement shall be binding upon Titus Group and inure to the benefit of LMP and its successors and permitted assigns.

Section 5. Governing Law. THE VALIDITY AND CONSTRUCTION OF THIS BILL OF SALE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANOTHER JURISDICTION'S LAWS.

Section 6. No Waiver. LMP has not waived, presently does not intend to waive and does not hereby waive any Existing Defaults and nothing contained herein shall be deemed to constitute any such waiver, including LMP's right to recover any deficiency from the undersigned, or any other person or entity that may be liable to LMP with respect thereto in whole or in part.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby executes this Bill of Sale effective as of the day and year first above written.

TITUS GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

The undersigned hereby accepts the Tendered Collateral on the terms and subject to the conditions stated in this Bill of Sale effective as of the day and year first written above.

LMP PVF HOLDCO, LLC

By: Landry Marks Partners, LP, its Manager

By: Landry Marks GP, LLC,  
Its General Partner

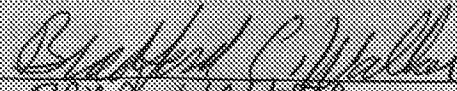
By: \_\_\_\_\_  
Name: Thomas M. Landry, Manager

## SCHEDULE A

The Tendered Collateral consists of all of the following to the extent not Excluded Collateral as defined in the Foreclosure Agreement: (i) account receivables and all supporting obligations relating thereto; (ii) equipment and fixtures; (iii) general intangibles (including all payment intangibles and software) and all supporting obligations relating thereto; (iv) inventory (finished goods and work in process); (v) intellectual property, including trademarks, domain names website URL and website content data; (vi) securities, investment property, and financial assets; (vii) contract rights, rights of payment that have been earned under contract rights, chattel paper, commercial tort claims, documents (including warehouse receipts and bills of lading), deposit accounts, goods, instruments (including promissory notes), letters of credit and letter-of-credit rights, cash, certificates of deposit, insurance proceeds, security agreements, tort claim proceeds, insurance claim proceeds, rights to royalty and license payments, and all supporting obligations; (viii) deposits and other receivables or refunds, including insurance premium refunds, federal and state refund payments; (ix) product codes and associated data, product licenses and quality or technical approvals of products, including UL/FM approvals and associated data, product drawings and any intellectual property; (x) all books and records (electronic and physical), including files, correspondence, records, books of account, business papers, computers and servers (and data maintained of such computers and servers), computer software, tapes, disks and documents, and databases maintained by third parties; and (xi) to the extent not otherwise included, all proceeds and products of the property described in clauses (i) through (xi). Such assets include, but are not limited to, the assets on the attached list(s).

IN WITNESS WHEREOF, the undersigned hereby executes this Bill of Sale effective as of the day and year first above written.

TITUS GROUP, INC.

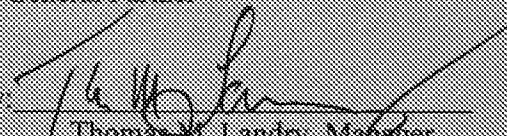
By:   
Name: BRAD WALKER  
Title: CHIEF RESTRUCTURING OFFICER

The undersigned hereby accepts the Tendered Collateral on the terms and subject to the conditions stated in this Bill of Sale effective as of the day and year first written above.

LMP PVF HOLDCO, LLC

By: Landry Marks Partners, LP,  
its Manager

By: Landry Marks GP, LLC,  
its General Partner

By:   
Thomas M. Landry, Manager

SCHEDULE A.2

**Trademarks**

"Titus"

"Titus Industrial"