

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sierra Company LLC		02/07/2023	Limited Liability Company: MINNESOTA
SureCrete LLC		02/07/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	200 S. Wacker Dr., Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90751832	SURECRETE	
Registration Number:	6875802	XS	
Registration Number:	6051185	CC CONCRETE COATINGS	
Registration Number:	5829744	FENIX GROUP	
Registration Number:	5380893	FOOD DUTY STAINLESS STEEL EPOXY	
Registration Number:	3542857	SILVER BULLET AM	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7213.039		

OP \$165.00 90751832

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	02/13/2023
Total Attachments: 4 source=Sierra First Amendment to Trademark Security Agreement#page1.tif source=Sierra First Amendment to Trademark Security Agreement#page2.tif source=Sierra First Amendment to Trademark Security Agreement#page3.tif source=Sierra First Amendment to Trademark Security Agreement#page4.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of October 3, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") made by The Sierra Company, a Minnesota limited liability company ("Sierra") and SureCrete, LLC, a Minnesota limited liability company ("SureCrete" and together with Sierra, collectively, the "Grantors" and each a "Grantor"), in favor of in favor of Freeport Financial Partners LLC ("Freeport"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") is dated as of February 7, 2023.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of October 3, 2017 by and among each Grantor, the other Loan Parties from time to time party thereto, the Lenders party thereto, U.S. Bank National Association, as Paying Agent, and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans for the benefit of each Grantor;

WHEREAS, each Grantor, certain affiliates of each Grantor, and Agent are parties to that certain Guaranty and Security Agreement dated as of October 3, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), pursuant to which, among other things, each Grantor has granted to the Agent a security interest in substantially all of such Grantor's assets, including, without limitation, all of its Trademarks;

WHEREAS, since the date of Grantors' execution of the Trademark Security Agreement, Sierra has acquired additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guaranty and Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademark;

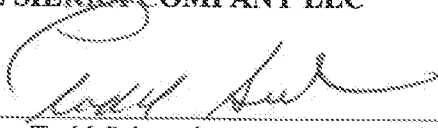
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule 1 to the Trademark Security Agreement shall be deemed to refer to Schedule 1 as supplemented by the addition of the New Trademarks scheduled on Schedule 1 attached hereto.

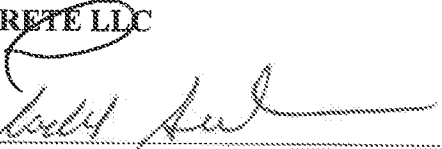
SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

THE SIERRA COMPANY LLC

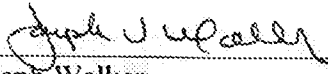
By: 
Name: Todd Schroeder
Title: Chief Executive Officer

SURECRETE LLC

By: 
Name: Todd Schroeder
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL PARTNERS LLC, as
Agent

By: 
Name: Joseph Walker
Title: Managing Director

SCHEDULE 1

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
SURECRETE	90751832	Pending – Application filed 6/3/21	N/A	N/A	The Sierra Company, LLC
XS	90891241	Registered	6875802	10/18/22	The Sierra Company, LLC
CC CONCRETE COATINGS	88432924	Registered	6051185	5/12/20	The Sierra Company, LLC
FENIX GROUP	87891267	Registered	5829744	8/6/19	The Sierra Company, LLC
FOOD DUTY STAINLESS STEEL EPOXY	86339248	Registered	5380893	1/16/18	The Sierra Company LLC
SILVER BULLET AM	77371444	Registered	3542857	12/9/08	The Sierra Company LLC