

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806472

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|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Fontanesi and Kann Company, LLC | | 04/26/2023 | Limited Liability Company: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | SharpVue Capital Credit Fund II, LP | | |
| Street Address: | 3700 Glenwood Avenue | | |
| Internal Address: | Suite 350 | | |
| City: | Raleigh | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27612 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4839268 | BIO-GRID | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 919-838-2021 | | |
| Email: | asimpson@smithlaw.com | | |
| Correspondent Name: | Alex Simpsn | | |
| Address Line 1: | 150 Fayetteville Street | | |
| Address Line 2: | Suite 2300 | | |
| Address Line 4: | Raleigh, NORTH CAROLINA 27601 | | |
| ATTORNEY DOCKET NUMBER: | 18204.05 | | |
| NAME OF SUBMITTER: | Alex Simpson | | |
| SIGNATURE: | /s/ Alex Simpson | | |
| DATE SIGNED: | 04/27/2023 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of April 26, 2023, is made by each of the entities listed on the signature pages hereof (the “*Grantor*”), in favor of **SHARPVUE CAPITAL CREDIT FUND II, LP**, a Delaware limited partnership, as the collateral agent (the “*Agent*”) for the lenders under that certain Loan Agreement (defined below).

WHEREAS, **CENTRAL STATES HVAC SOLUTIONS, INC.**, a Delaware corporation, **ARCHITECTURAL BUILDING COMPONENTS, LLC**, a Michigan limited liability company, and **THE FONTANESI AND KANN COMPANY, LLC**, a Michigan limited liability company (individually and collectively, the “*Borrower*”), are borrowers under that certain Loan Agreement dated as of October 17, 2022 among Borrower, **CENTRAL STATES HVAC SOLUTIONS, LLC**, a Delaware limited liability company (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”).

WHEREAS, the Borrowers and Parent are party to that certain Security Agreement dated as of October 17, 2022 in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Loan Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Loan Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing second priority security interest (subject only to the first priority security interest of the Senior Lender (as defined in the Loan Agreement)) in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

THE FONTANESI AND KANN COMPANY,
LLC, a Michigan limited liability company, as
Grantor

By: 

Name: Brett P. Holcomb

Title: Chairman

Accepted:

SHARPVUE CAPITAL CREDIT FUND II, LP,
as Agent

By: SharpVue Capital Credit Fund II GP, LLC,
its General Partner

By: SharpVue SBIC Management, L.P.,
its Manager

By: SharpVue SBIC Management GP, LLC,
its General Partner

By: Jarrett L. Wood

Name: Jarrett L. Wood
Title: Managing Member

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008053 FRAME: 0616

EXHIBIT A

| Owner | Registered Trademark | Registration Number | Date of Registration | Country of Registration | Goods/Services |
|-------------------------------------|-----------------------------|----------------------------|-----------------------------|--------------------------------|-----------------------|
| The Fontanesi and Kann Company, LLC | Bio-Grid | 4839268 | October 27, 2015 | United States | Metal Ceiling Panels |

TRADEMARK

REEL: 008053 FRAME: 0617

RECORDED: 04/27/2023