

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809490

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment and Assumption of Second Lien Trademark Security Interest |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--------------------------------------|
| Credit Suisse AG, Cayman Islands Branch, as resigning Collateral Agent | | 05/10/2023 | Aktiengesellschaft (Ag): SWITZERLAND |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Wells Fargo Bank, National Association, as successor Collateral Agent |
| Street Address: | 550 South Tryon Street |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28202 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 2635876 | TECTA AMERICA |
| Registration Number: | 2640288 | TECTACARE |
| Registration Number: | 3035263 | TECTAGREEN |
| Registration Number: | 3563332 | TECTASOLAR |
| Registration Number: | 2780044 | TECTATRACKER |
| Registration Number: | 2305975 | DURASTEEL |
| Registration Number: | 2267451 | WEATHERBOSS CONVERTER |
| Registration Number: | 2066154 | WEATHERBOSS |
| Registration Number: | 1990536 | CONVERTING FLAT ROOFS TO SLOPED |

CORRESPONDENCE DATA

Fax Number: 2125305219

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.

Phone: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

CH \$240.00 2635876

Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 28302.00005

NAME OF SUBMITTER: John Garces, Esq.

SIGNATURE: /John Garces/

DATE SIGNED: 05/10/2023

Total Attachments: 7

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Assignment and Assumption of Second Lien Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of May 10, 2023 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch having an address of Eleven Madison Avenue, New York, NY 10010 as resigning Collateral Agent, as assignor (the “Assignor”), and Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America having an address of 550 South Tryon Street Charlotte, North Carolina 28202 as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, TECTA AMERICA CORP., a Wisconsin corporation, TECTA AMERICA OKLAHOMA LLC, a Wisconsin limited liability company, F.J.A. CHRISTIANSEN ROOFING CO., INC., a Wisconsin corporation, TECTA AMERICA DAKOTAS LLC, a North Dakota limited liability company, and TECTA AMERICA WEATHERGUARD LLC, a Wisconsin limited liability company (together, the “Grantors”) and the Assignor entered into (i) that certain Second Lien Trademark Security Agreement dated as of April 9, 2021 (the “Trademark Security Agreement”) pursuant to that certain Second Lien Collateral Agreement, dated as of April 9, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among TOP ACQUISITION CORP. 2016, a Delaware corporation (“Holdings”), TECTA AMERICA CORP., a Wisconsin corporation (the “Borrower”), the other Loan Parties thereto from time to time and the Assignor, and (ii) that certain Second Lien Credit Agreement, dated as of April 9, 2021 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of November 30, 2022 and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings, the Borrower, the Lenders (as defined therein) party thereto from time to time and the Assignor, as administrative agent and collateral agent, pursuant to which the Assignor received from the Grantors a security interest in certain intellectual property, including, but not limited to, the trademark registrations set forth on Schedule A attached hereto and made a part hereof, including such other trademark rights set forth in the Trademark Security Agreement (the “Trademark Collateral”); and

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. The Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the United States Patent and Trademark Office (the “USPTO”).

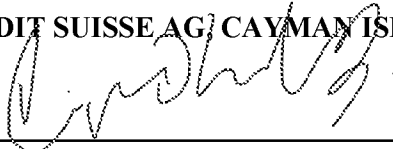
The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.


4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The execution and delivery of this Assignment and Assumption shall be deemed to include electronic signatures on electronic platforms approved by the parties hereto, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that upon the request of any party hereto, such electronic signature shall be promptly followed by the original thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CREDIT SUISSE AG CAYMAN ISLANDS BRANCH

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

By: 
Name: Cassandra Droogan
Title: Authorized Signatory

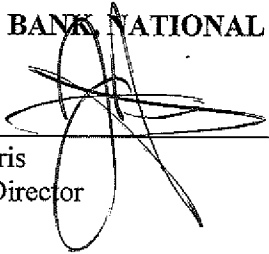
Accepted:

WELLS FARGO BANK NATIONAL ASSOCIATION

By: _____

Name: Jordan Harris

Title: Managing Director

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned over the signature line.

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Party | Trademark | Registration No. | Registration Date | Goods/Services | Owned or Leased |
|------------------------|------------------|-------------------------|---|---|------------------------|
| 1. Tecta America Corp. | TECTA AMERICA | 2,635,876 | Oct. 15, 2002 Renewal - Oct. 15, 2022 | Roofing services, namely the installation and maintenance of residential and commercial roofing; construction services, namely construction management (CI 37) | Owned |
| 2. Tecta America Corp. | TECTACARE | 2,640,288 | Oct. 22, 2002 Renewal - Oct. 22, 2022 | Repair and maintenance of roofs including a 24-hour emergency response (CI 37) | Owned |
| 3. Tecta America Corp. | TECTAGREEN | 3,035,263 | Dec. 27, 2005 Renewal - Dec. 27, 2025 | Roofing installation services (CI 37) | Owned |
| 4. Tecta America Corp. | TECTASOLAR | 3,563,332 | Jan. 20, 2009 Renewal – Jan. 20, 2029 | Installation of rooftop solar energy systems comprised of solar thermal installations and heating, cooling and environmental control systems primarily using solar energy (CI 37) | Owned |

| | | | | | | |
|----|---------------------------------------|---------------------------------|-----------------------------|---|---|-------|
| 5. | Tecta America Corp. | TECTATRACKER | 2,780,044 | Nov. 4, 2003 Renewal - Nov. 4, 2023 | On-line asset management service for roofing-related assets, namely, providing facility managers, property managers, and property owners the ability to view key building data, including photographs, roof plans, systems make-up, roof life expectancy, replacement costs, and repair history via a global computer network (CI 36) | Owned |
| 6. | Tecta America Oklahoma LLC | DURASTEEL | 2,305,975 | Jan. 4, 2000 Not Renewed | Metal roofing panels (CI 6) | Owned |
| 7. | Tecta America Oklahoma LLC | WEATHERBOSS CONVERTER | 2,267,451 | Aug. 3, 1999 Renewal – Aug. 3, 2029 | Building construction, roofing and repair services for changing the shape of existing roofs (CI 37) | Owned |
| 8. | Tecta America Oklahoma LLC | WEATHERBOSS | 2,066,154 | Jun. 3, 1997 Renewal - Jun. 3, 2027 | Metal roofing and wall panels (CI 6) | Owned |
| 9. | Tecta America Oklahoma LLC | CONVERTING FLAT ROOFS TO SLOPED | 1,990,536 | Jul. 30, 1996 Renewal - Jul. 30, 2026 | Building construction, roofing and repair services for changing the shape of existing roofs (CI 37) | Owned |
| 10 | F.J.A. Christiansen Roofing Co., Inc. | F.J.A. CHRISTIANSEN | Wisconsin WI | Jun. 13, 2012 Renewal June 19, 2022 | Truck and automobile body shop (CI 37) | Owned |
| 11 | Tecta America Dakotas LLC | TECTA AMERICA GREENBERG ROOFING | North Dakota ND 31675500 | May 22, 2012 Renewal May 22, 2022 | Roofing and sheet metal business | Owned |

| | | | | | | |
|----|--|----------------------------|--------------------------|---|--|-------|
| 12 | Tecta America WeatherGuard LLC | WEATHERGUARD and Design | New York NY S17336 | December 19, 2000 Renewal December 19, 2020 | Roofing services | Owned |
| 13 | F.J.A. CHRISTIANSEN ROOFING CO., INC. | THE BODY SHOP | Wisconsin | June 19, 2002 | (Int. Cl. 37) Truck and automobile body shop | |

UNREGISTERED TRADEMARKS

| | | |
|----|------------------------|----------------|
| 1. | Tecta America Corp. | TECTAREPAIR™ |
| 2. | Tecta America Corp. | TECTARESPONSE™ |
| 3. | Tecta America Corp. | TECTASERVICE™ |
| 4. | Tecta America Corp. | TECTAPLAN™ |
| 5. | Tecta America Corp. | TECTAGOV™ |

TRADEMARK LICENSES

None.