

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Construction Forms, Inc.		07/14/2023	Corporation: WISCONSIN
Tricon Wear Solutions LLC		07/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS AMERICAS LLC		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1954922	CF	
Registration Number:	4562782	CON FORMS	
Registration Number:	0978006	TRI-BRAZE	
Registration Number:	0978005	TRICON	
Registration Number:	1506789	TRICON SUPER C	
Registration Number:	1451766	TRICON SUPER X	
Registration Number:	0978002	TRILOY	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	33673.9		
NAME OF SUBMITTER:	Asheli Mosley		

CH \$190.00 1954922

SIGNATURE:	/Asheli Mosley/
DATE SIGNED:	07/17/2023
Total Attachments: 6 source=ConForms - Trademark Security Agreement [Executed]#page1.tif source=ConForms - Trademark Security Agreement [Executed]#page2.tif source=ConForms - Trademark Security Agreement [Executed]#page3.tif source=ConForms - Trademark Security Agreement [Executed]#page4.tif source=ConForms - Trademark Security Agreement [Executed]#page5.tif source=ConForms - Trademark Security Agreement [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Construction Forms, Inc., a Wisconsin corporation and Tricon Wear Solutions LLC, a Delaware limited liability company (each a “**Grantor**” and, collectively, the “**Grantors**”) in favor of GLAS AMERICAS LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS the Grantors are party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantors, as security for the payment and performance in full of the Obligations, hereby pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that no security interest is granted in any Excluded Collateral:

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by the Grantors and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, and

(iii) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral, other than Excluded Collateral, made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantors hereby authorize and request that the USPTO record this Agreement. The Grantors agree to cooperate as reasonably requested by the Collateral Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the termination of the Commitments of the Lenders under the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the

Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

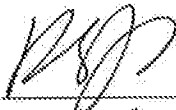
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONSTRUCTION FORMS, INC., as Grantor

By: 
Name: Strother Scott
Title: Vice President and Secretary

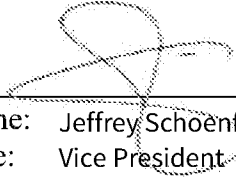
TRICON WEAR SOLUTIONS LLC, as Grantor

By: 
Name: Strother Scott
Title: Vice President and Secretary

Acknowledged and Agreed:

GLAS AMERICAS LLC, as Collateral Agent

By: _____


Name: Jeffrey Schoenfeld
Title: Vice President


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008134 FRAME: 0737

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

Grantor	Trademark	App. No.	Registration No.	Status
Construction Forms, Inc.	CF	74648645	1,954,922	Valid
	CON FORMS	86050263	4,562,782	Valid

Grantor	Trademark	App. No.	Registration No.	Status
Tricon Wear Solutions LLC	TRI-BRAZE	72444282	978,006	Valid
		72444280	978,005	Valid
	TRICON SUPER C	73696929	1,506,789	Valid
	TRICON SUPER X	73625086	1,451,766	Valid
	TRILOY	72444277	978,002	Valid

Schedule A

4144-0226-2856

RECORDED: 07/17/2023

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