

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROYALTY ROOFING USA, LLC		09/20/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CENTERFIELD CAPITAL PARTNERS V, L.P.		
<b>Street Address:</b>	10 West Market Street		
<b>Internal Address:</b>	3000 Market Tower		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3228993	ROYALTY	
<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>Email:</b>	lindsey.corbin@icemiller.com		
<b>Correspondent Name:</b>	Brian Coughlin		
<b>Address Line 1:</b>	200 W. Madison Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Lindsey Corbin		
<b>SIGNATURE:</b>	/Lindsey Corbin/		
<b>DATE SIGNED:</b>	09/21/2023		
<b>Total Attachments: 5</b>			
source=Executed - Centerfield-Royalty - Trademark Security Agreement#page1.tif			
source=Executed - Centerfield-Royalty - Trademark Security Agreement#page2.tif			
source=Executed - Centerfield-Royalty - Trademark Security Agreement#page3.tif			
source=Executed - Centerfield-Royalty - Trademark Security Agreement#page4.tif			
source=Executed - Centerfield-Royalty - Trademark Security Agreement#page5.tif			

OP \$40.00 3228993

**THIS AGREEMENT OR INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 20, 2023 IN FAVOR OF BMO BANK N.A., WHICH AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.**

### **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made this 20 day of September, 2023, by and between ROYALTY ROOFING USA, LLC, a Delaware limited liability company (“**Grantor**”), and CENTERFIELD CAPITAL PARTNERS V, L.P., a Delaware limited partnership, as agent, for the benefit of the Lenders (in such capacity, “**Secured Party**”).

#### W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Subordinated Note Purchase Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Purchase Agreement**”) by and among SPP ROYALTY MIDCO, LLC, a Delaware limited liability company (“**Royalty MidCo**”), Grantor, and MAJESTIC FACILITY SERVICES USA, LLC, a Delaware limited liability company (“**Majestic**” and, together with Royalty MidCo and Grantor, the “**Borrowers**”), SPP ROYALTY HOLDINGS, LLC, a Delaware limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and Secured Party, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Purchase Agreement, Grantor is required to execute and deliver to Secured Party this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party, to secure the Obligations, a continuing security interest (the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks and trademark or service mark licenses owned by Grantor, including those referred to on Schedule I hereto (collectively, “**Trademarks**”);

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark;

provided, that, notwithstanding the foregoing, the Security Interest shall not extent to, and the Trademark Collateral, shall not include any Excluded Assets.

3. SECURITY FOR INDEBTEDNESS. This Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now owned and existing or hereafter acquired or arising. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy or similar proceeding involving Grantor.

4. PURCHASE AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademark or become entitled to the benefit of any trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademark rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed by original, facsimile or other electronic signatures (which shall be binding and enforceable the same as if original), in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

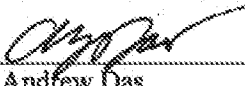
7. WAIVER OF JURY TRIAL, GOVERNING LAW AND JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 9.06, AND 9.09 OF THE PURCHASE AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Signature page follows]*

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

GRANTOR:

ROYALTY ROOFING USA, LLC,  
a Delaware limited liability company

By:   
Name: Andrew Das  
Title: Vice President

SECURED PARTY:

CENTERFIELD CAPITAL PARTNERS V, L.P.

By: Centerfield Capital Partners V, LLC  
Its: General Partner

By: Centerfield Management V, Inc.  
Its: Manager

By: \_\_\_\_\_  
Name: Tye Stebbins  
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008206 FRAME: 0650**

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

GRANTOR:

ROYALTY ROOFING USA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

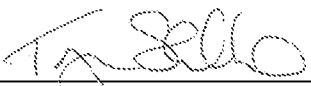
Title: \_\_\_\_\_

SECURED PARTY:

CENTERFIELD CAPITAL PARTNERS V, L.P.

By: Centerfield Capital Partners V, LLC  
Its: General Partner


By: Centerfield Management V, Inc.  
Its: Manager

By:  \_\_\_\_\_

Name: Tye Stebbins

Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<u>Type</u>	<u>Registration Number</u>	<u>Registered Owner</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Service Mark 	3228993	Royalty Roofing USA, LLC	4/17/2007	Federal