

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM845605

<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>
O'Donnell Metal Deck, LLC		09/29/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANKUNITED, N.A.		
<b>Street Address:</b>	14817 Oak Lane		
<b>City:</b>	Miami Lakes		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5356074	O'DONNELL METAL DECK	
<b>Serial Number:</b>	97796994	O'DONNELL METAL DECK & BAR JOIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048738501		
<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>Phone:</b>	404-873-8500		
<b>Email:</b>	trademarks@agg.com		
<b>Correspondent Name:</b>	Anuj Desai   Arnall Golden Gregory LLP		
<b>Address Line 1:</b>	171 17th Street NW, Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	43045.1		
<b>NAME OF SUBMITTER:</b>	Anuj Desai		
<b>SIGNATURE:</b>	/Anuj Desai/		
<b>DATE SIGNED:</b>	10/12/2023		
<b>Total Attachments: 5</b>			
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**EXECUTION VERSION**

**Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2023, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of BANKUNITED, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Loan Agreement, dated as of September 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Borrower, the Obligors party thereto, the lenders from time to time parties thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), to grant a security interest in all Collateral as security for the Obligations (as defined in the Security Agreement) of Borrower; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall promptly take such actions as it determines are necessary or appropriate, in the exercise of its reasonable business judgment, with respect to the Trademarks and Trademark Licenses, including the prosecution, defense, enforcement, or any other necessary or desirable actions, subject to the security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law (without giving effect to the conflict of law principles thereof) of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

O'DONNELL METAL DECK, LLC,  
a Delaware limited liability company

By: O'Donnell Metal Deck Holdings, LLC  
a Delaware limited liability company  
its Managing Member

By:

Name: Matthew Weiss

Title: President

ACCEPTED AND AGREED  
as of the date first above written:

**BANKUNITED, N.A.,**  
as Administrative Agent

By:   
Name: Michael DiMillo  
Title: Senior Vice President

[SEAL]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
O'Donnell Metal Deck	87155914	August 30, 2016	5356074	December 12, 2017

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>
O'Donnell Metal Deck & Bar Joist	97796994	February 15, 2023

3. TRADEMARK LICENSES

None.