

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Don's Appliance LLC		11/17/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6015406	PITTSBURGH'S FINEST KITCHENS	
Registration Number:	5890187	THE GRIND	
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		
DATE SIGNED:	11/17/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 17, 2023 (this “**Trademark Security Agreement**”), by and between Don’s Appliance LLC, a Pennsylvania limited liability company (the “**Grantor**”) and Royal Bank of Canada, as collateral agent (together with its successors and permitted assigns in such capacities, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of March 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Kodiak Finance Inc., a Delaware corporation (“**Holdings**”), American Builders Supply, Inc., a Delaware corporation (“**ABS**”), and Kodiak BP, LLC, a Delaware limited liability company (“**Kodiak**” and, together with ABS, collectively, the “**Borrowers**” and each, a “**Borrower**”), the Agent and the Lenders from time to time party thereto.

Reference is also made to that certain Security Agreement Joinder, dated as of the date hereof, by the Grantor and acknowledged and agreed by the Agent, to that certain Pledge and Security Agreement dated as of March 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrowers, Holdings, the other Grantors (as defined therein) and the Agent for the Secured Parties.

The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Consistent with the requirements set forth in Sections 5.12 and 5.13 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the

foregoing, in each case, excluding any items constituting Excluded Property and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirement (including, without limitation, any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" and acceptance by the United States Patent and Trademark Office with respect thereto, 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 such intent-to-use Trademark application or any registration issuing therefrom under applicable law).

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

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

DON'S APPLIANCE LLC

By: 

Name: Stephen Swinney

Title: Chief Executive Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008262 FRAME: 0874

ROYAL BANK OF CANADA,

as Agent

By: Casey Clark

Name: Casey Clark

Title: Manager, Agency Services

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008262 FRAME: 0875

Schedule 1

**Don's Appliance LLC
(Pennsylvania Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
PITTSBURGH's FINEST KITCHENS	6015406	03/17/2022
THE GRIND (Stylized)	5890187	10/22/2019