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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI132199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Warren Roofing & Insulating LLC		03/29/2024	Limited Liability Company: OHIO

#### **RECEIVING PARTY DATA**

Company Name:	SharpVue Capital Credit Fund II, LP		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Limited Partnership: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6378299	WARREN ROOFING

## **CORRESPONDENCE DATA**

**Fax Number:** 9198216800

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:** 9198382022

**Email:** aforderhase@smithlaw.com

Correspondent Name: Anna Forderhase
Address Line 1: 150 Fayetteville Street

Address Line 2: Floor 23

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Anna Forderhase
SIGNATURE:	Anna Forderhase
DATE SIGNED:	03/29/2024

#### **Total Attachments: 5**

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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF MARCH 29, 2024, BY SHARPVUE CAPITAL CREDIT FUND II, LP, AS SUBORDINATED AGENT, IN FAVOR OF BYLINE BANK, AS SENIOR AGENT (THE "SUBORDINATION AGREEMENT"), AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT, AS AMENDED IN ACCORDANCE WITH ITS TERMS.

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2024, is made by each of the entities listed on the signature pages hereof (the "Grantor"), in favor of SHARPVUE CAPITAL CREDIT FUND II, LP, a Delaware limited partnership, as the collateral agent (the "Agent") for the lenders under that certain Loan Agreement (defined below).

WHEREAS, WARREN ROOFING & INSULATING LLC, an Ohio limited liability company, TOTAL ROOFING SERVICES, LLC, an Ohio limited liability company, CLEVELAND BUILDING RESTORATION LLC, an Ohio limited liability company, and COST ENTERPRISES LLC, an Ohio limited liability company (individually and collectively, the "Borrower"), are borrowers under that certain Loan Agreement, dated as of the date hereof, among Borrower, EXTERA BUILDING SOLUTIONS, LLC, a Delaware limited liability company ("Parent"), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement").

**WHEREAS**, the Borrowers and Parent are party to that certain Security Agreement, of even date herewith, in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security 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, each Grantor hereby agrees as follows:

SECTION 1. <u>Defined Terms</u>. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Loan Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Loan Agreement shall have the meaning given to such term in the UCC.

SECTION 2. <u>Security Interest</u>. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing second priority security interest (subject only to the first priority security interest of the Senior Lender (as defined in the Loan Agreement)) in and to and a lien on all of such Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the "*Collateral*"). Each Grantor hereby requests

that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. <u>Incorporation by Reference</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

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

# **GRANTOR**:

WARREN ROOFING & INSULATING LLC, an Ohio limited liability company, as Grantor

Title: Vice President

# Accepted:

SHARPVUE CAPITAL CREDIT FUND II, LP, as Agent

By: SharpVue Capital Credit Fund II GP, LLC, its General Partner

By: SharpVue SBIC Management, LP, its Manager

By: SharpVue SBIC Management GP, LLC, its Manager

DocuSigned by:

ByJarrett Wood Name Darrett Wood

Name For Parretto Vood
Title: Managing Member

# EXHIBIT A

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Warren Roofing & Insulating LLC	WARREN ROOFING	6378299	6/8/2021	US

RECORDED: 03/29/2024