

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unirac, Inc.		06/25/2021	Corporation: NEW MEXICO
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 E Lancaster Ave., STE 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	77640883	UNIRAC	
Serial Number:	75641123	UNIRAC	
Serial Number:	76320461	UNIRAC	
Serial Number:	76538802	SOLARMOUNT	
Serial Number:	76541055	SUNFRAME	
Serial Number:	88669108	ECODESIGNER	
Serial Number:	88669086	ECOFOOT5D	
Serial Number:	88669095	ECOMOUNT	
Serial Number:	88669074	METALX	
Serial Number:	86335267	ECOFOOT	
Serial Number:	86862193	ECOFOOT2	
Serial Number:	86862285	ECOFOOT2+	
Serial Number:	86940378	ECOFOOT2+	
Serial Number:	86940514	ECOTRAY	
Serial Number:	86940564	ECOX	
Serial Number:	85436208	ECOLIBRIUM SOLAR	
Serial Number:	88028458	FLASHKIT PRO	
Serial Number:	88925571	BETTER SOLAR STARTS HERE	

OP \$465.00 77640883

CORRESPONDENCE DATA**Fax Number:** 3128637867*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:** 3128637179**Email:** madeline.purcell@goldbergkohn.com**Correspondent Name:** Madeline Purcell - Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 E Monroe, Suite 3300**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.192
NAME OF SUBMITTER:	Madeline Purcell
SIGNATURE:	/madeline purcell/
DATE SIGNED:	06/25/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2021 is made by Unirac, Inc., a New Mexico corporation ("Grantor") in favor of LBC Credit Agency Services, LLC, in its capacity as Agent under the Credit Agreement described below ("Agent").

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement dated as of June 25, 2021 among Grantor, any other Person that executes a joinder to the Credit Agreement from time to time as an additional borrower (together with Grantor, collectively the "Borrowers"), the Lenders party thereto, and LBC Credit Agency Services, LLC, as Agent for the Lenders (in such capacity, the "Agent") (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to Borrowers;

WHEREAS, Grantor is party to that certain Security Agreement dated as of June 25, 2021 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and each Lender to enter into the Credit Agreement and make extensions of credit to Borrowers thereunder, Grantor hereby agrees with Agent and each Lender 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. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent, and grants to Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, but excluding any Excluded Property of Grantor (the "Trademark Collateral"):

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

(b) all renewals and extensions of the foregoing;

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

(d) 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 Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. RESERVED.

Section 6. 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. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

UNIRAC, INC., a New Mexico corporation, as Grantor

By: 

Name: Gabriel Wood

Title: Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007337 FRAME: 0179

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as Agent

By: 

Name: David E. Fraimow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Status	Owner Information	Application No.	Registration No.
<u>UNIRAC</u>	Status: <i>Renewed</i> Filing Date: 12/29/2008 Registration Date: 10/13/2009	Unirac Inc.	77/640,883	3,695,101
<u>UNIRAC</u>	Status: <i>Renewed</i> Filing Date: 02/12/1999 Registration Date: 01/30/2001	Unirac, Inc.	75/641,123	2,424,516
<u>UNIRAC (and Design)</u>	Status: <i>Renewed</i>	Unirac, Inc.	76/320,461	2,594,328

Mark	Status	Owner Information	Application No.	Registration No.
UNIRAC	Filing Date: 10/02/2001 Registration Date: 07/16/2002			
<u>SOLARMOUNT</u>	Status: <i>Renewed</i> Filing Date: 08/20/2003 Registration Date: 08/03/2004	Unirac, Inc.	76/538,802	2,868,978
<u>SUNFRAME</u>	Status: <i>Renewed</i> Filing Date: 08/29/2003 Registration Date: 08/03/2004	Unirac, Inc.	76/541,055	2,869,020
ECODESIGNER	Status: 1A (actual use) Filing Date: 10/25/2019	Unirac, Inc.	88/669,108	6,063,750

Mark	Status	Owner Information	Application No.	Registration No.
	Registration Date: 05/26/2020			
ECOFOOT5D	Status: 1A (actual use) Filing Date: 10/25/2019 Registration Date: 02/16/2021	Unirac, Inc.	88/669,086	6269381
ECOMOUNT	Status: 1A (actual use) Filing Date: 10/25/2019 Registration Date: 2/16/2021	Unirac, Inc.	88/669,095	6269382
METALX	Status: 1A (actual use) Filing Date: 10/25/2019	Unirac, Inc.	88/669,074	6214384

Mark	Status	Owner Information	Application No.	Registration No.
	Registration Date: 12/8/2020			
ECOFOOT	Status: 1A (actual use) Filing Date: 07/11/2014 Registration Date: 02/17/2015	Unirac, Inc.	86/335,267	4,688,664
ECOFOOT2	Status: 1A (actual use) Filing Date: 12/30/2015 Registration Date: 08/16/2016	Unirac, Inc.	86/862,193	5,021,816
ECOFOOT2+	Status: 1A (actual use) Filing Date: 12/30/2015 Registration Date: 08/16/2016	Unirac, Inc.	86/862,285	5,021,822

Mark	Status	Owner Information	Application No.	Registration No.
ECOFOOT2+	Status: 1A (actual use) Filing Date: 03/15/2016 Registration Date: 08/30/2016	Unirac, Inc.	86/940,378	5,032,018
ECOTRAY	Status: 1A (actual use) Filing Date: 03/15/2016 Registration Date: 08/30/2016	Unirac, Inc.	86/940,514	5,032,019
ECOX	Status: 1A (actual use) Filing Date: 03/15/2016 Registration Date: 08/30/2016	Unirac, Inc.	86/940,564	5,032,020

Mark	Status	Owner Information	Application No.	Registration No.
ECOLIBRIUM SOLAR	Status: 1A (actual use) Filing Date: 09/30/2011 Registration Date: 12/25/2012	Unirac, Inc.	85/436,208	4,265,492
FLASHKIT PRO	Status: 1A (actual use) Filing Date: 07/06/2018 Registration Date: 12/31/19	Unirac, Inc.	88/028,458	5,951,989

2. **TRADEMARK APPLICATIONS**

Mark	Status	Owner Information	Application No.
BETTER SOLAR STARTS HERE	Status: 1A Filing Date: 5/20/2020	Unirac, Inc.	88925571

3. **INTELLECTUAL PROPERTY LICENSES**

None.