

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIRAC, INC.		09/30/2022	Corporation: NEW MEXICO
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	555 E. Lancaster Ave., Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5934284	FLASHLOC	
Registration Number:	6481723	BETTER SOLAR STARTS HERE	
Registration Number:	6214384	METALX	
Registration Number:	5951989	FLASHKIT PRO	
Registration Number:	3695101	UNIRAC	
Registration Number:	2869020	SUNFRAME	
Registration Number:	2868978	SOLARMOUNT	
Registration Number:	2594328	UNIRAC	
Registration Number:	2424516	UNIRAC	
Registration Number:	4265492	ECOLIBRIUM SOLAR	
Registration Number:	4688664	ECOFOOT	
Registration Number:	5021816	ECOFOOT2	
Registration Number:	5021822	ECOFOOT2+	
Registration Number:	5032018	ECOFOOT2+	
Registration Number:	5032019	ECOTRAY	
Registration Number:	5032020	ECOX	
Registration Number:	6269381	ECOFOOT5D	
Registration Number:	6269382	ECOMOUNT	
Registration Number:	6063750	ECODESIGNER	

OP \$515.00 5934284

Property Type	Number	Word Mark
Serial Number:	97509384	
CORRESPONDENCE DATA		
Fax Number:	3128637867	
	<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:	3128637267	
Email:	jaclyn.di.grande@goldbergkohn.com	
Correspondent Name:	Jaclyn Di Grande - Paralegal	
Address Line 1:	Goldberg Kohn Ltd.	
Address Line 2:	55 E Monroe St., Ste 3300	
Address Line 4:	Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	6030.223	
NAME OF SUBMITTER:	Jaclyn Di Grande	
SIGNATURE:	/jaclyn di grande/	
DATE SIGNED:	10/01/2022	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2022 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 September 30, 2022 among, Unirac Acquisition, LLC, a Delaware limited liability company ("Holdings"), Unirac Holdings, Inc., a Delaware corporation ("Borrower"), the other Credit Parties party thereto from time to time, 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 Borrower;

WHEREAS, Grantor is party to that certain Security Agreement dated as of September 30, 2022 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 Borrower 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 grants, assigns and pledges to Agent, for its benefit and the benefit of the Lenders, a Lien on and a continuing security interest in any and all of its right, title and interest in, to and under the following Collateral of Grantor, but excluding any Excluded Property of Grantor, whether now owned or hereafter created, acquired or arising (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.

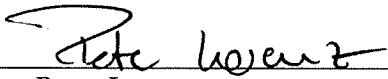
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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

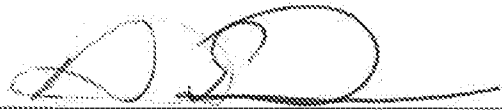
By: 
Name: Peter Lorenz
Title: Chief Executive Officer

ACCEPTED AND AGREED

as of the date first above written:

LBC CREDIT AGENCY SERVICES, LLC, as
Agent

By: _____



Name: David E. Frainow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
FLASHLOC	88976021	Registered	5934284	12/10/19
BETTER SOLAR STARTS HERE	88925571	Registered	6481723	9/14/21
METALX	88669074	Registered	6214384	12/8/20
FLASHKIT PRO	88028458	Registered	5951989	12/31/19
UNIRAC	77640883	Registered	3695101	10/13/09
SUNFRAME	76541055	Registered	2869020	8/3/04
SOLARMOUNT	76538802	Registered	2868978	8/3/04
UNIRAC	76320461	Registered	2594328	7/16/02
UNIRAC	75641123	Registered	2424516	1/30/01
ECOLIBRIUM SOLAR	85436208	Registered	4265492	12/25/12
ECOFOOT	86335267	Registered	4688664	2/17/15
ECOFOOT2	86862193	Registered	5021816	8/16/16
ECOFOOT2+	86862285	Registered	5021822	8/16/16
ECOFOOT2+	86940378	Registered	5032018	8/30/16
ECOTRAY	86940514	Registered	5032019	8/30/16
ECOX	86940564	Registered	5032020	8/30/16
ECOFOOT5D	88669086	Registered	6269381	2/16/21
ECOMOUNT	88669095	Registered	6269382	2/16/21
ECODESIGNER	88669108	Registered	6063750	5/26/20

Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
[DESIGN ONLY]	97509384	Pending – Application filed 7/19/22	N/A	N/A