

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720614

| | | | |
|---|---|--------------------------|---------------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| RESUBMIT DOCUMENT ID: | 900660618 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ERS Investments, LLC | | 11/18/2021 | Limited Liability Company: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 3 Park Plaza, Suite 900 | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92614 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6050527 | ERS | |
| Registration Number: | 6050528 | ERS ELITE ROOFING SUPPLY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027393001 | | |
| <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: | 2027395866 | | |
| Email: | felicia.gordon@morganlewis.com | | |
| Correspondent Name: | Morgan, Lewis & Bockius LLP | | |
| Address Line 1: | 1111 Pennsylvania Avenue, NW | | |
| Address Line 2: | Attn: TMSU | | |
| Address Line 4: | Washington, D.C. 20004 | | |
| ATTORNEY DOCKET NUMBER: | 066397.05.0606 | | |
| NAME OF SUBMITTER: | Felicia D. Gordon | | |
| SIGNATURE: | /Felicia D. Gordon/ | | |
| DATE SIGNED: | 04/12/2022 | | |
| Total Attachments: 6 source=Elite#page1.tif | | | |

source=Elite#page2.tif
source=Elite#page3.tif
source=Elite#page4.tif
source=Elite#page5.tif
source=Elite#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 18, 2021, by and between **ERS INVESTMENTS, LLC**, an Arizona limited liability company (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.** (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 22, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, ELITE ROOFING SUPPLY - AZ, LLC, an Arizona limited liability company (“Elite AZ”), ELITE ROOFING SUPPLY - SC, LLC, a California limited liability company (“Elite SC”), ELITE ROOFING SUPPLY - NC, LLC, a California limited liability company (“Elite NC”), ELITE ROOFING SUPPLY - LA, LLC, a Louisiana limited liability company (“Elite LA”), ELITE ROOFING SUPPLY - CO, LLC, a Colorado limited liability company (“Elite CO”), ELITE ROOFING SUPPLY - NM, LLC, an Arizona limited liability company (“Elite NM”), ELITE ROOFING SUPPLY - I, LLC, an Arizona limited liability company (“Elite I”), ELITE ROOFING SUPPLY - II, LLC, an Arizona limited liability company (“Elite II”), ELITE ROOFING SUPPLY - III, LLC, an Arizona limited liability company (“Elite III”), ELITE ROOFING SUPPLY - IV, LLC, an Arizona limited liability company (“Elite IV”), ELITE ROOFING SUPPLY - V, LLC, an Arizona limited liability company (“Elite V”), ELITE ROOFING SUPPLY - AR, LLC, an Arizona limited liability company (“Elite AR”), ELITE ROOFING SUPPLY - KS, LLC, an Arizona limited liability company (“Elite KS”), ELITE ROOFING SUPPLY - MO, LLC, an Arizona limited liability company (“Elite MO”), ELITE ROOFING SUPPLY - MS, LLC, an Arizona limited liability company (“Elite MS”), ELITE ROOFING SUPPLY - AL, LLC, an Arizona limited liability company (“Elite AL”), and ELITE ROOFING SUPPLY - TX, LLC, an Arizona limited liability company (“Elite TX”), ELITE ROOFING SUPPLY - VI, LLC, an Arizona limited liability company (“Elite VI”), ELITE ROOFING SUPPLY - VII, LLC, an Arizona limited liability company (“Elite VII”), ELITE ROOFING SUPPLY - VIII, LLC, an Arizona limited liability company (“Elite VIII”), ELITE ROOFING SUPPLY - IX, LLC, an Arizona limited liability company (“Elite IX”), ELITE ROOFING SUPPLY - X, LLC, an Arizona limited liability company (“Elite X”), ELITE ROOFING SUPPLY - DALLAS, LLC, an Arizona limited liability company (“Elite Dallas”), ELITE ROOFING SUPPLY - IA, LLC, an Arizona limited liability company (“Elite IA”), ELITE ROOFING SUPPLY - ID, LLC, an Arizona limited liability company (“Elite ID”), ELITE ROOFING SUPPLY - IL, LLC, an Arizona limited liability company (“Elite IL”), ELITE ROOFING SUPPLY - MT, LLC, an Arizona limited liability company (“Elite MT”), ELITE ROOFING SUPPLY - NE, LLC, an Arizona limited liability company (“Elite NE”), ELITE ROOFING SUPPLY - NV, LLC, an Arizona limited liability company (“Elite NV”), ELITE ROOFING SUPPLY - OK, LLC, an Arizona limited liability company (“Elite OK”), ELITE ROOFING SUPPLY - OR, LLC, an Arizona limited liability company (“Elite OR”), ELITE ROOFING SUPPLY - TN, LLC, an Arizona limited liability company (“Elite TN”), ELITE ROOFING SUPPLY - UT, LLC, an Arizona limited liability company (“Elite UT”), ELITE ROOFING SUPPLY - WA, LLC, an Arizona limited liability company (“Elite WA”), and ELITE ROOFING SUPPLY - WY, LLC, an Arizona limited liability company (“Elite WY”), and together with Elite AZ, Elite SC, Elite NC, Elite LA, Elite CO, Elite NM, Elite I, Elite II, Elite III, Elite IV, Elite V, Elite AR, Elite KS, Elite MO, Elite MS, Elite AL, Elite VI, Elite VII, Elite VIII, Elite IX, Elite X, Elite Dallas, Elite IA, Elite ID, Elite IL, Elite MT, Elite NE, Elite NV, Elite OK, Elite OR, Elite TN, Elite UT, Elite WA, Elite WY and any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, the “Borrowers”), the other Loan Parties party thereto, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall

have executed and delivered to the Lender that certain Security Agreement, dated as of February 22, 2017 (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender with the United States Patent and Trademark Office;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, collaterally assigns and grants to the Lender to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. To the extent there is any inconsistency between this Trademark Security

Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

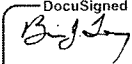
8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.10 AND 8.11 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

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

GRANTOR:

ERS INVESTMENTS, LLC,
an Arizona limited liability company

DocuSigned by:

By: _____
6351204CAD5E4B0...
Name: Brian J. Torry
Title: Manager

[Elite - Signature page to Trademark Security Agreement]

LENDER:

JPMORGAN CHASE BANK, N.A.

By: Suzanne Johnson
Name: Suzanne Johnson
Title: Authorized Officer

[Elite - Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007722 FRAME: 0084

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

| Name of Grantor | Trademark | Registration Date | Registration Number |
|-------------------------|--------------------------|-------------------|---------------------|
| ERS Investments, LLC | ERS | May 12, 2020 | 6050527 |
| ERS Investments, LLC | ERS Elite Roofing Supply | May 12, 2020 | 6050528 |