

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770285

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|--------------------------------------|---|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OLYMPIA CHIMNEY SUPPLY HOLDINGS, LLC | | 11/22/2022 | Limited Liability Company: DELAWARE |
| OLYMPIA CHIMNEY AND VENTING, INC. | | 11/22/2022 | Corporation: PENNSYLVANIA |
| COPPERFIELD CHIMNEY, LLC | | 11/22/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Univest Bank and Trust Co. | | |
| Street Address: | 2000 Market Street, Suite 700 | | |
| City: | Philadelphia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19103 | | |
| Entity Type: | chartered banking corporation: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2984849 | GELCO | |
| Registration Number: | 1740848 | HOMESAVER | |
| Registration Number: | 2947569 | LOCK-TOP | |
| Registration Number: | 3298445 | WHEN IT COMES TO KEEPING CRITTERS OUT OF | |
| Registration Number: | 2984827 | LYEMANCE | |
| Registration Number: | 5323656 | BIG DRIPPER | |
| Registration Number: | 4443440 | WHITECAPS | |
| Registration Number: | 4265976 | HYBRID | |
| Registration Number: | 3330892 | EVERGUARD | |
| Registration Number: | 3798448 | GAP COLLAR | |
| Registration Number: | 3765615 | FUME-FREE | |
| Registration Number: | 3644813 | V VENTIS | |
| Registration Number: | 3652449 | VENTIS | |
| Registration Number: | 1702822 | HOMESAVER | |

CH \$365.00 2984849

CORRESPONDENCE DATA**Fax Number:** 2158648999*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:** 2158648352**Email:** shorem@ballardspahr.com**Correspondent Name:** Michael S Shore**Address Line 1:** Ballard Spahr LLP**Address Line 2:** 1735 Market Street, 51st Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-7599**NAME OF SUBMITTER:** Michael S. Shore**SIGNATURE:** /Michael S. Shore/**DATE SIGNED:** 11/28/2022**Total Attachments: 18**

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PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this “**Agreement**”) is made effective as of the 22nd day of November, 2022 by and between **OLYMPIA CHIMNEY SUPPLY HOLDINGS, LLC, OLYMPIA CHIMNEY AND VENTING, INC.** and **COPPERFIELD CHIMNEY, LLC** (each individually an “**Assignor**” and collectively “**Assignors**”) and **UNIVEST BANK AND TRUST CO.** (“**Assignee**”).

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Assignee and Assignors (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend to Assignors a revolving credit facility and term loan.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Assignee a security interest in all of Assignors’ assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Obligations, Assignors hereby pledge to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout

the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignors, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit “C” attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”);

(c) license agreements with any other party, whether Assignors is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit “D” attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignors and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”);

(d) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit “B”, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”).

3. **Restrictions on Future Agreements.** Assignors agree that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors will not, without Assignee’s prior written consent, enter into any agreement which is (a) not in the ordinary course of Assignor’s business and (b) inconsistent with Assignors’ obligations under this Security Agreement or the Loan Agreement. Notwithstanding the foregoing sentence, Assignors may enter into license and royalty agreements without Assignee's consent, provided that Assignors

are notified of the nature and terms of any such agreements. Assignors further agree that they will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignors represent and warrant that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignors. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignors hereby agree to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignors hereby agree that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignors. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Subject to the provisions of Section 12.7 of the Loan Agreement, Assignee shall have the right, at any time and from time to time, to inspect Assignors' premises and to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee's pledge and security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the

Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. Assignors shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuance of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignors, immediately record all assignments previously executed and delivered to Assignee by Assignors and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of Assignors in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignors hereby authorize and agree that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignors' name any and all such assignments and agreements and to take any and all other actions in Assignors' name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignors in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignors hereby authorize

Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power to (i) endorse Assignors' name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.


17. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Any signature on this Agreement, delivered by Assignors by facsimile, PDF or other electronic transmission shall be deemed to be an original signature.

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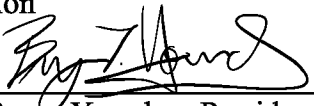
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ASSIGNORS:

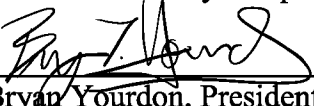
OLYMPIA CHIMNEY SUPPLY HOLDINGS, LLC, a Delaware limited liability company

By: 
Bryan Yourdon, President and Chief Executive Officer

OLYMPIA CHIMNEY AND VENTING, INC., a Pennsylvania corporation

By: 
Bryan Yourdon, President and Chief Executive Officer

COPPERFIELD CHIMNEY, LLC, a Delaware limited liability company

By: 
Bryan Yourdon, President and Chief Executive Officer

ASSIGNEE:

UNIVEST BANK AND TRUST CO.

By: _____
Kevin M. Donnelly, Senior Vice President

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

ASSIGNORS:

OLYMPIA CHIMNEY SUPPLY HOLDINGS, LLC, a Delaware limited liability company

By: _____
Bryan Yourdon, President and Chief Executive Officer

OLYMPIA CHIMNEY AND VENTING, INC., a Pennsylvania corporation

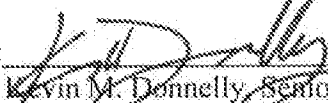
By: _____
Bryan Yourdon, President and Chief Executive Officer

COPPERFIELD CHIMNEY, LLC, a Delaware limited liability company

By: _____
Bryan Yourdon, President and Chief Executive Officer

ASSIGNEE:

UNIVEST BANK AND TRUST CO.

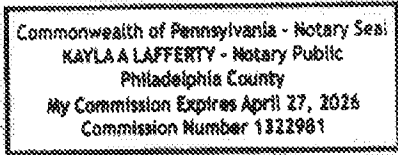
By:  _____
Kevin M. Donnelly, Senior Vice President

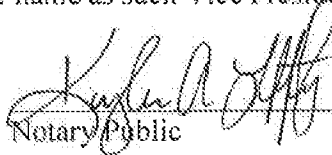
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS

COUNTY OF Philadelphia :

On this 21st day of November, 2022, before me, a Notary Public, personally appeared Kevin M. Donnelly, who acknowledged himself to be a duly acting Senior Vice President of UNIVEST BANK AND TRUST CO. and that he as such Vice President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such Vice President on behalf of the Assignee.




Notary Public

My Commission Expires: April 27, 2026

[Notary Acknowledgement]

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Luzerne :

Commonwealth of Pennsylvania - Notary Sec.
TARA SHRADER - Notary Public
Luzerne County
My Commission Expires Oct 7, 2023
Commission Number 1358663

On this 22 day of November, 2022, before me, a Notary Public, personally appeared Bryan Yourdon, who acknowledged himself to be the duly elected President and Chief Financial Officer of COPPERFIELD CHIMNEY, LLC, a Delaware limited liability company, and that he as such officer, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such officer on behalf of Assignor.



Notary Public

My Commission Expires:
10/7/23

[Notary Acknowledgement]

EXHIBIT "A"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Patents


Patents

| PATENT NO. | TITLE | FILING DATE |
|-------------------|----------------------------|--------------------|
| US6,852,023 | Liner Adaptor for Chimneys | January 21, 2003 |
| US6,918,827 | Universal Chimney Cap | August 6, 2003 |

EXHIBIT "B"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Trademarks

Registered Trademarks

| TRADEMARK | U.S. REG. NO. | DATE REGISTERED |
|--|---------------|--------------------|
| GELCO | 2,984,849 | August 16, 2005 |
| HOMESAVER | 1,740,848 | December 22, 1992 |
|  HOMESAVER | 1,702,822 | July 28, 1992 |
| LOCK-TOP | 2,947,569 | May 10, 2005 |
| WHEN IT COMES TO KEEPING CRITTERS OUT OF CHIMNEYS, WE'RE ANIMALS! | 3,298,445 | September 25, 2007 |
| LYEMANCE | 2,984,827 | August 16, 2005 |
| BIG DRIPPER | 5,323,656 | October 31, 2017 |
| WHITECAPS | 4,443,440 | December 3, 2013 |
| HYBRID | 4,265,976 | December 25, 2012 |
| EVERGUARD | 3,330,892 | November 6, 2007 |
| GAP COLLAR | 3,798,448 | June 8, 2010 |
| FUME-FREE | 3,765,615 | March 23, 2010 |


| | | |
|---|-----------|---------------|
|  | 3,644,813 | June 23, 2009 |
| VENTIS | 3,652,449 | July 9, 2009 |

EXHIBIT "C"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
Copyrights

Registered Copyrights

| | | |
|---|--------------|------|
| Copperfield Chimney Supply, Inc. 1999-2000 fall/winter catalog. | TX 5-384-447 | 2001 |
| Copperfield Chimney Supply, Inc. 2000-2001 wholesale catalog. | TX 5-384-448 | 2001 |
| Copperfield Chimney Supply, Inc. 2000-2001 wholesale catalog. | TX 5-384-448 | 2001 |
| Copperfield Chimney Supply, Inc. 2001-2002 wholesale catalog. | TX 5-384-449 | 2001 |
| Copperfield Chimney Supply, Inc. 2001-2002 wholesale catalog. | TX 5-384-449 | 2001 |
| Copperfield Chimney Supply, Inc. 1998-1999 wholesale catalog. | TX 5-384-450 | 2001 |
| Copperfield Chimney Supply, Inc. 1998-1999 wholesale catalog. | TX 5-384-450 | 2001 |
| Copperfield Chimney Supply, Inc. wholesale catalog. | TX 4-700-197 | 1997 |

Domain Names

allabouthearths.com
anticopperfield.com
anticopperfield.net
chimneycaps.net
chimneyliner.biz
chimneyliner.com
chimneyliner.info

chimneyliners.com
E-HEARTHSTORE.COM
E-SWEEPSTORE.COM
EVERGUARDCHIMNEY.COM
OLYMPIACHIMNEY.COM
OLYMPIACHIMNEY.NET
OLYMPIAVENT.COM
OLYMPIAVENT.NET
OLYMPIAVENTING.COM
OLYMPIAVENTING.NET
OLYMPICCHIMNEY.COM
SWEEPSTORE.COM
VENTISBLACKSTOVEPIPE.COM
VENTISCHIMNEY.COM
VENTISCLASSA.COM
VENTISDB.COM
VENTISDOUBLEBLACK.COM
VENTISPELLET.COM
VENTISPIPE.COM
VENTISSB.COM
VENTISSINGLEBLACK.COM
mycountercatalog.com
lyemanceinfo.com
copyfield.com
chimneyproinsurance.com
gllchimneyproducts.com
copperfieldsucks.com
chimneysweepfinder.com
copperfield.com
homesaver.com
homesaverinfo.com
chimney.biz
chimneyrelining.com

cleanchimneys.com
chimneytop.com
chimneylining.biz
chimneyreliner.biz
chimneyrelining.biz
chimneytop.biz
copperfield.biz
copperfield.cc
copperfield.info
copperfield.xxx
copperfieldsucks.net
copyfield.net
copperfieldacademy.com
lyemancedampers.com
lyemance.net
lyemance.com

EXHIBIT "D"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
Licenses

None