

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barrette Outdoor Living, Inc.		11/02/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	105, rue Saint-Jacques		
Internal Address:	3rd Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	3773578	LONGEVITY VINYL	
Registration Number:	5248916	BARRETTE	
Registration Number:	5248917	BARRETTE OUTDOOR LIVING	
Registration Number:	5248923	BUILT BY BARRETTE B	
Registration Number:	5150024	BARRETTE LOGISTICS B	
Registration Number:	5258948	ALUMI-GUARD	
Registration Number:	5258949	ALUMI-GUARD	
Registration Number:	5449290	HANDIRAIL	
Registration Number:	5292671	ALLURE	
Registration Number:	5264071	XPANSE	
Registration Number:	5264081	XPANSE	
Registration Number:	5264082	XPANSE GREATER OUTDOORS	
Registration Number:	5650128	WHERE DURABILITY MEETS DESIGN	
Registration Number:	5496264	VERSARAIL	
Registration Number:	5559373	SOLID. SIMPLE. SECURE.	
Registration Number:	2723147	ENDURANCE	
Registration Number:	3648282	FOR HOME FOR LIFE	
Registration Number:	3754687	RDI	

CH \$1765.00 3773578

Property Type	Number	Word Mark
Registration Number:	3754684	RDI
Registration Number:	4227422	RDI METALWORKS
Registration Number:	4265457	EXCALIBUR
Registration Number:	4589878	AVALON ALUMINUM RAILING
Registration Number:	4589877	AVALON ALUMINUM RAILING
Registration Number:	5763405	AVALON
Registration Number:	5414574	STEP-CLIP
Registration Number:	5282440	ROCKPORT RAILING
Registration Number:	4469857	DURALIFE
Registration Number:	3215129	MVP MID ATLANTIC VINYL PRODUCTS
Registration Number:	3347459	WEATHERWISE
Registration Number:	2292220	U.S. FENCE
Registration Number:	3758434	ACTIVEYARDS
Registration Number:	4501336	EVERLAST
Registration Number:	4540699	FENCING SOLUTIONS FOR LIFE
Registration Number:	4540700	PROLOCK
Registration Number:	4562738	GATEGEAR HARDWARE
Registration Number:	4562812	BOERBOEL
Registration Number:	3904815	SOLUTIONS FOR BUSY BACKYARDS
Registration Number:	3938497	CORIGIN
Registration Number:	4945498	TUFFBILT
Registration Number:	3343374	YARDSMART
Registration Number:	3239617	POWERSHELF
Registration Number:	2092105	FREEDOM
Registration Number:	3517594	COMPOSCORE
Registration Number:	4679680	RAILING REDEFINED
Registration Number:	6040198	POLYCOMPOSITE
Registration Number:	5998852	MORSE
Registration Number:	4569982	ASPIRE
Registration Number:	5148161	RDI RAILING DESIGNER
Registration Number:	4569787	RESALITE
Registration Number:	4569653	EMERGE
Registration Number:	4756939	RDI PRO
Registration Number:	4598613	SECURATEC
Registration Number:	4919287	SPARTAN RAIL
Registration Number:	4569630	PRESENCE
Registration Number:	3517648	TITAN PRO RAIL
Registration Number:	4569629	TRANSFORM

Property Type	Number	Word Mark
Registration Number:	4569628	TRANSFORM
Registration Number:	2713590	MAXIMUM VINYL PRODUCTS
Registration Number:	3181802	SOLARGUARD
Registration Number:	3175445	CAMBIUM
Registration Number:	3254268	GLIDELOCK
Registration Number:	3178604	WOOD LOOK WITHOUT WOOD WORK
Registration Number:	4795091	BEECHMONT
Registration Number:	5114970	STAYSTRAIGHT
Registration Number:	5182140	FENCE PAK
Registration Number:	5096618	GRAB & GO
Registration Number:	5281926	GARDDOG
Registration Number:	5633278	STAYSQUARE
Serial Number:	88751465	FENCE CENTER
Serial Number:	88751239	THE SMART WAY TO FENCE SHOP

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049686-0061

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 11/02/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of November 2, 2020, (this “Agreement”), by Barrette Outdoor Living, Inc., an Ohio corporation (the “Grantor”), in favor of Bank of Montreal (“BMO”), as administrative agent (in such capacity, the “Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Credit Parties party thereto and the Agent. The Lenders (as defined in the ABL Credit Agreement (as defined below)) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit and Guaranty Agreement, dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “ABL Credit Agreement”), by and among, *inter alios*, Backyard Midco, Inc., as Holdings, Backyard Acquireco, Inc., Barrette Outdoor Living, Inc., Barrette Urban Renewal, L.L.C., Barrette Logistics, Inc. and Boyle Transportation Services, LLC as the Borrowers, the Lenders from time to time party thereto and the Bank of Montreal, in its capacity as administrative agent for the Lenders. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including the Trademark registrations and applications for registration with the United States Patent and Trademark Office listed on Schedule I hereto; and
- B. all proceeds and goodwill associated with any of the foregoing;

in each case to the extent the foregoing items constitute Collateral. For avoidance of doubt, the security interest created hereby shall not extend to, and term “Collateral” shall not include any Excluded Assets (as defined by the ABL Credit Agreement) including, any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use,” “Amendment to Allege Use” or similar filing with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

BARRETTE OUTDOOR LIVING, INC.

By: 
Name: Jean desAutels
Title: President

Signature Page to Trademark Security Agreement (ABL Loan)

SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS




Trademark	Application No.	Filing Date	Registration No.	Registration Date
LONGEVITY VINYL®	78/777,194	20-Dec-2005	3,773,578	06-Apr-2010
BARRETTE®	87/084,953	27-Jun-2016	5,248,916	25-Jul-2017
BARRETTE OUTDOOR LIVING®	87/084,980	27-Jun-2016	5,248,917	25-Jul-2017
BUILT BY BARRETTE® (w/Design)	87/087,666	29-Jun-2016	5,248,923	25-Jul-2017
BARRETTE LOGISTICS® (w/Design)	87/077,291	20-Jun-2016	5,150,024	28-Feb-2017
ALUMI-GUARD®	87/077,334	20-Jun-2016	5,258,948	08-Aug-2017
 ALUMI-GUARD®	87/077,360	20-Jun-2016	5,258,949	08-Aug-2017
HANDIRAIL®	87/166,064	09-Sep-2016	5,449,290	17-Apr-2018
ALLURE®	87/166,044	09-Sep-2016	5,292,671	19-Sep-2017
XPANSE®	87/234,096	11-Nov-2016	5,264,071	15-Aug-2017
XPANSE® (Stylized/Design)	87/235,506	14-Nov-2016	5,264,081	15-Aug-2017
XPANSE GREATER OUTDOORS® (Stylized/Design)	87/235,525	14-Nov-2016	5,264,082	15-Aug-2017
WHERE DURABILITY MEETS DESIGN®	87/445,982	11-May-2017	5,650,128	8-Jan-2019
VERSARAIL®	87/642,971	12-Oct-2017	5,496,264	19-Jun-2018
SOLID.SIMPLE SECURE.™	87/643,032	12-Oct-2017	5,559,373	11-Sep-2018
ENDURANCE®	76/188212	1/2/2001	2723147	6/10/2003
FOR HOME FOR LIFE®	77322605	11/6/2007	3648282	6/30/2009
RDI®	77/791344	7/28/2009	3754687	3/2/2010
 rdi®	77/791074	7/28/2009	3754684	3/2/2010
RDI METAL WORKS®	85428956	09/22/2011	4227422	10/16/2012
EXCALIBUR®	85428470	9/21/2011	4265457	12/25/2012
AVALON ALUMINUM RAILING®	85/949916	6/4/2013	4589878	8/19/2014
AVALON ALUMINUM RAILING with Design®	85/949913	6/4/2013	4589877	8/19/2014
AVALON (Word Mark)	88/167106	24-Oct-2018	5,763,405	5/28/2019
STEP-CLIP®	87/456,828	19-May-2017	5,414,574	2/27/2018

Schedule I

**TRADEMARK
REEL: 007092 FRAME: 0971**

Trademark	Application No.	Filing Date	Registration No.	Registration Date
ROCKPORT RAILING®	87/076,961	20-Jun-2016	5,282,440	9/5/2017
DURALIFE®	85/944,628	29-May-2013	4,469,857	1/21/14
MVP MID ATLANTIC VINYL PRODUCTS®	78/741,965	10/27/95	3,215,129	3/6/2007
WEATHERWISE®	77,132,690	3/16/07	3,347,459	12/4/2007
U.S. FENCE	75/456,601	3/26/98	2,292,220	11/16/99
ACTIVEYARDS®	77/495,419	6/10/08	3,758,434	3/9/10
EVERLAST®	86/033,463	8/9/13	4,501,336	3/24/14
FENCING SOLUTIONS FOR LIFE®	86/056,768	9/5/13	4,540,699	5/27/14
PROLOCK®	86/056,771	9/5/13	4,540,700	5/27/14
GATEGEAR HARDWARE®	86/037,822	8/14/13	4,562,738	7/8/14
BOERBOEL®	86/056,903	9/5/13	4,562,812	7/8/14
SOLUTIONS FOR BUSY BACKYARDS®	77/587,477	10/7/08	3,904,815	1/1/11
CORIGIN®	77/758,103	6/12/09	3,938,497	3/29/11
TUFFBILT®	86/711,668	7/31/15	4,945,498	4/26/16
YARDSMART®	77/128,787	3/12/07	3,343,374	11/27/07
POWERSHELF®	78/924547	7/7/06	3,239,617	5/8/07
FREEDOM®	75/050,566	1/30/96	2,092,105	8/26/97
COMPIOSCORE®	77/232,293	7/18/07	3,517,594	10/14/08
RAILING REDEFINED®	86/087,031	10/9/2013	4679680	1/27/2015
POLYCOMPOSITE™	88/361,559	3/28/19	6,040,198	4/28/2020
MORSE™	88/429,945	5/14/2019	5,998,852	2/25/2020
ASPIRE®	86/074368	9/25/2013	4569982	7/15/2014
RDI RAILING DESIGNER®	86/960,545	3/31/16	5148161	2/21/2017
RESALITE®	86/004614	7/8/2013	4569787	7/15/2014
EMERGE®	85/955992	6/10/2013	4569653	7/15/2014
RDI PRO®	86/178798	1/29/2014	4756939	6/16/2015
SECURATEC®	86/004611	7/8/2013	4598613	9/2/2014
SPARTAN RAIL®	86/485062	12/18/2014	4919287	3/15/2016
PRESENCE®	85/950557	6/4/2013	4569630	7/15/2014
TITAN PRO RAIL®	77/246397	8/3/2007	3517648	10/14/2008
transform®	85/950552	6/4/2013	4569629	7/15/2014

Schedule I

Trademark	Application No.	Filing Date	Registration No.	Registration Date
TRANSFORM®	85/950546	6/4/2013	4569628	7/15/2014
	78/134322	6/10/2002	2713590	5/6/2003
SOLARGUARD®	78/589,143	3/17/2005	3181802	12/5/2006
CAMBIUM®	78/643981	6/6/2005	3175445	11/21/2006
GLIDELOCK®	78/705914	9/2/2005	3254268	6/19/2007
WOOD LOOK WITHOUT WOOD WORK®	78/707465	9/6/2005	3178604	11/28/2006
BEECHMONT®	86/507288	1/19/2015	4795091	8/18/2015
STAYSTRAIGHT®	86/380060	8/28/2014	5114970	1/3/2017
FENCE PAK®	86/545945	2/25/2015	5182140	4/11/2017
	86/719831	8/10/2015	5096618	12/6/2016
GARDDOG®	86/842377	12/8/2015	5281926	9/5/2017
STAYSQUARE®	86/948322	3/22/2016	5633278	12/18/2018
	88/751,465	1/8/20		
THE SMART WAY TO FENCE SHOP	88/751,239	1/8/20		

Schedule I