

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM815336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
State Window Corporation		06/02/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	155 Wellington Street West		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 3K7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5987180	STATE	
<b>Serial Number:</b>	88890681	STATE OF KINDNESS FOUNDATION	
<b>Serial Number:</b>	88890678	UNI-WALL	
<b>Serial Number:</b>	90603594		
<b>Serial Number:</b>	97035904	STATE	
<b>Serial Number:</b>	97155617	STATEFORM	
<b>Serial Number:</b>	97723839	STATE RAILING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	612-474-3340		
<b>Email:</b>	docket@forsgrenfisher.com		
<b>Correspondent Name:</b>	James Urzedowski		
<b>Address Line 1:</b>	225 South 6th Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	James M. Urzedowski		
<b>SIGNATURE:</b>	/James M. Urzedowski/		

OP \$190.00 5987180

<b>DATE SIGNED:</b>	06/06/2023
<b>Total Attachments: 5</b> source=23-06-02-10615-Security-Interest-TM#page1.tif source=23-06-02-10615-Security-Interest-TM#page2.tif source=23-06-02-10615-Security-Interest-TM#page3.tif source=23-06-02-10615-Security-Interest-TM#page4.tif source=23-06-02-10615-Security-Interest-TM#page5.tif	

## TRADEMARKS SECURITY AGREEMENT

This Trademarks Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of June 2, 2023, by State Window Corporation, a corporation existing under the laws of the Province of Ontario (the “**Grantor**”), is in favour of Royal Bank of Canada (the “**Lender**”).

### W I T N E S S E T H:

**WHEREAS** the Grantor has entered into that certain amended and restated credit agreement dated as of June 2, 2023, among the Grantor, as borrower, the Grantor, Hi-Rise Installation Group Inc., State Corporate Inc. and Engineered Envelope Solutions Inc., as guarantors, ST8 Investment Holdings Inc. and The Liberta Family Trust, as limited recourse guarantors, and the Lender (as may be amended, modified, supplemented or replaced from time to time, collectively, the “**Credit Agreement**”), pursuant to which the Lender agreed to make available certain credit facilities available to certain of the Obligor, subject to the terms and conditions set forth therein;

**AND WHEREAS** the Lender previously required that the Grantor enter into that certain general security agreement dated as of December 20, 2019, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to secure the payment and performance of the Secured Obligations;

**AND WHEREAS** in furtherance of its obligations under the Credit Agreement and Security Agreement, the Grantor has executed and delivered this Agreement for recordation in the United States Patent and Trademark Office.

**NOW THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

**SECTION 1. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of the Secured Obligations (as defined in the Security Agreement), the Grantor does hereby grant to the Lender, a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- A. all trademarks described on Schedule 1 hereto, including all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the “**Trademarks**”);
- B. all rights of the Grantor to the Trademarks; and
- C. all Proceeds (as defined in the Security Agreement) and Replacements (as defined in the Security Agreement) of or to the Trademarks, including all rights thereto.

SECTION 2. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Lender with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Security Document. This Agreement is a Security Document (as defined in the Credit Agreement) subject to and for the purposes of the Credit Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules. The Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario located at Toronto with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Lender under the laws of any other jurisdiction where Collateral (as defined in the Security Agreement) described herein may be located.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, the Grantor has caused this Trademarks Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STATE WINDOW CORPORATION

By: 

Name: Christopher Liberta

Title: President

Accepted and Agreed:

**ROYAL BANK OF CANADA**

By: 

Name: Jason Clay

Title: Director, Corporate Client Group - Finance


By: \_\_\_\_\_

Name:

Title:

**SCHEDULE 1**

**UNITED STATES TRADEMARKS**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date (MM/DD/YEAR)</b>	<b>Registration No.</b>	<b>Registration Date (MM/DD/YEAR)</b>	<b>Status</b>
STATE	-	-	5987180	02/18/2020	Registered
STATE OF KINDNESS FOUNDATION	88890681	04/28/2020	-	-	Allowed – waiting on evidence of use in the United States
UNI-WALL	88890678	04/28/2020	-	-	Pending
	90603594	03/25/2021	-	-	Pending
<b>STATE</b> [claim to colour blue]	97035904	09/20/2021	-	-	Pending
STATEFORM [To be licensed to Stateform Fabricating Inc.]	97155617	12/3/2021	-	-	Pending
STATE RAILING	97723839	12/19/2022	-	-	Pending