## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maverick Technologies Holdings, LLC		l10/10/2013 l	LIMITED LIABILITY COMPANY: MISSOURI

## RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company	
Street Address:	70 W. Madison, Suite 200	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60602	
Entity Type:	State Bank: ILLINOIS	

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark	
Registration Number:	2623277	MAVERICK TECHNOLOGIES	
Registration Number:	2603781	MAVERICK	
Registration Number:	4393191	MILLFLOOR24	
Registration Number:	4265728	PLANTFLOOR24	
Registration Number:	4129687	WHERE POTENTIAL MEETS PERFORMANCE	
Serial Number:	85537956	PLANTCLOUD	
Registration Number:	4209132	DCSNEXT	
Registration Number:	4209133	DCSNEXT	
Registration Number:	4079388	PROJECT COMPLETE	
Registration Number:	4305396	DON'T REPLICATE. INNOVATE.	
Registration Number:	4327356	MAVERICK UNIVERSITY	
Serial Number:	85769259	OPCON ADVANTAGE	
Serial Number:	85779399	PEOPLE PROCESS TECHNOLOGY	

**REEL: 005135 FRAME: 0266** 

**TRADEMARK** 

#### **CORRESPONDENCE DATA**

**Fax Number**: 3146127874

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 314-444-7600

Email: tbranson@lewisrice.com

Correspondent Name: Terri Branson

Address Line 1: 600 Washington Ave., Suite 2500
Address Line 2: Lewis, Rice & Fingersh, L.C.
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	109665.55676
NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	10/22/2013

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of October 10, 2013, and is by Maverick Technologies Holdings, LLC, a Missouri limited liability company ("Grantor"), in favor of The PrivateBank and Trust Company ("Lender").

## RECITALS

- A. Grantor, Maverick Technologies, LLC, a Missouri limited liability company, Maverick Special Projects, LLC, a Missouri limited liability company (formerly known as Maverick Acquisitions Company, LLC), and Maverick Electrical Company, an Illinois general partnership (collectively, with Grantor, "Borrower"), and Lender have entered into a Loan and Security Agreement dated as of April 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Borrower.
- B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

### **AGREEMENT**

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u>, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <a href="Schedule 1">Schedule 1</a>, any trademark issued pursuant to a trademark application referred to in <a href="Schedule 1">Schedule 1</a> and any trademark licensed under any trademark license listed on <a href="Schedule 1">Schedule 1</a> (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark

applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Maverick Technologies Holdings, LLC, a Missouri limited liability company

Name: Paul J. Galeski

Title: Manager

Acknowledged:

The PrivateBank and Trust Company

By:

Name: Nicholas DeVilder Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Maverick Technologies Holdings, LLC, a Missouri limited liability company

By: \_\_

Name: Paul J. Galeski Title: Manager

Acknowledged:

The PrivateBank and Trust Company

Name: Nicholas DeVilder Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

## SCHEDULE 1 to

# TRADEMARK SECURITY AGREEMENT

MAVERICK TECHNOLOGIES HOLDINGS, LLC U.S. TRADEMARKS				
Mark	Application (Serial)/ Registration No.	Date of Filing/ Registration	Last Reported Owner	
MAVERICK TECHNOLOGIES	Reg. No. 2623277	24-Sep-2002	Maverick Technologies Holdings, LLC	
MAVERICK (& Design)	Reg. No. 2603781	06-Aug-2002	Maverick Technologies Holdings, LLC	
MILLFLOOR24	Reg. No. 4393191	27-Aug-2013	Maverick Technologies Holdings, LLC	
PLANTFLOOR24	Reg. No. 4265728	25-Dec-2012	Maverick Technologies Holdings, LLC	
WHERE POTENTIAL MEETS PERFORMANCE	Reg. No. 4129687	17-Apr-2012	Maverick Technologies Holdings, LLC	
PLANTCLOUD	Serial No. 85-537956	09-Feb-2012	Maverick Technologies Holdings, LLC	
DCSNEXT	Reg. No. 4209132	18-Sep-2012	Maverick Technologies Holdings, LLC	
DCSNEXT (Stylized)	Reg. No. 4209133	18-Sep-2012	Maverick Technologies Holdings, LLC	
PROJECT COMPLETE	Reg. No. 4079388	03-Jan-2012	Maverick Technologies Holdings, LLC	
DON'T REPLICATE. INNOVATE.	Reg. No. 4305396	19-Mar-2013	Maverick Technologies Holdings, LLC	
MAVERICK UNIVERSITY	Reg. No. 4327356	30-Apr-2013	Maverick Technologies Holdings, LLC	
OPCON ADVANTAGE	Serial No. 85-769259	01-Nov-2012	Maverick Technologies Holdings, LLC	
PEOPLE PROGRESS TECHNOLOGY (& Design)	Serial No. 85-779399	14-Nov-2012	Maverick Technologies Holdings, LLC	

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**RECORDED: 10/22/2013**