#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM302555

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly Exe		Entity Type
NCM Contracting Group, LP		04/24/2014	LIMITED PARTNERSHIP: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Manufacturers and Traders Trust Company		
Street Address:	25 South Charles Street		
Internal Address:	12th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	CORPORATION: NEW YORK		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3571792	RENU
Registration Number:	3456613	NUPRECON

#### **CORRESPONDENCE DATA**

Fax Number: 4048817777

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

US Mail.

Phone: 404-881-7000

Email: angie.wicker@alston.com

Correspondent Name: Laura Kees

Address Line 1: 1201 West Peachtree Street Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	052988/417382
NAME OF SUBMITTER:	Laura Kees
SIGNATURE:	/Laura Kees/
DATE SIGNED:	04/24/2014

### **Total Attachments: 4**

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# GRANT OF SECURITY INTEREST PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NCM CONTRACTING GROUP, LP, a Delaware limited partnership (the "Grantor"), with principal offices at 404 North Berry Street, Brea, California, 92821 on this 24<sup>th</sup> day of April, 2014, assigns and grants to MANUFACTURERS AND TRADERS TRUST COMPANY, as Collateral Agent (together with its successors and assigns, the "Grantee") with principal offices at 25 South Charles Street, 12<sup>th</sup> Floor, Baltimore, Maryland 21201, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition or breach regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in that certain Amended and Restated First Lien Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 24, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

NCM CONTRACTING GROUP, LP, as Grantor

By: NCM Contracting Group GP, Inc.

Ву:

Name:

Subhas Khara

Title:

President

# **TRADEMARKS**

Grantor	Trademark	Application Number	Filing Date	Registration Number	Registered
NCM Contracting Group, LP	RENU	77/465095	5/3/2008	3571792	2/10/2009
NCM Contracting Group, LP	NUPRECON	77/174187	5/7/2007	3456613	7/1/2008

# TRADEMARK APPLICATIONS

None

# TRADEMARK LICENSES

None

# SCHEDULE B

REGISTERED PATENTS

None

**PATENT APPLICATIONS** 

None

**PATENT LICENSES** 

None

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**TRADEMARK REEL: 005267 FRAME: 0798** 

**RECORDED: 04/24/2014**