

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343519

<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>
Contractor Management Services LLC		06/02/2015	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3037793	CMS	
<b>Registration Number:</b>	4366778	ICM	
<b>Registration Number:</b>	4370728	ICM POWER	
<b>Registration Number:</b>	3005879	INDEPENDENT CONTRACTING THE RIGHT WAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<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>	212.326.3939		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	Nathan J. Hoepfner		
<b>Address Line 1:</b>	222 East 41st Street		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	108344-600039		
<b>NAME OF SUBMITTER:</b>	Nathan J. Hoepfner		
<b>SIGNATURE:</b>	/Nathan J. Hoepfner/		
<b>DATE SIGNED:</b>	06/04/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2015, is made by Contractor Management Services LLC, a Nevada limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the Trademarks (as defined in the Collateral Agreement) listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 2, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, as borrower, the other loan parties from time to time party thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 2, 2015 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any


Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

**CONTRACTOR MANAGEMENT SERVICES  
LLC, as Grantor**

By:   
Name: E. Patrick LaVoie  
Title: Chief Executive Officer

*[signatures continue on following page]*

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: Jennifer Cotton  
Name: Jennifer Cotton  
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005545 FRAME: 0625

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

Grantor	Trademark Name	Application Number (Application Date)	Registration Number (Registration Date)
Contractor Management Services LLC (Nevada Limited Liability Corporation) Peoria, Arizona	CMS and Design	78467828 (August 16, 2004)	3037793 (January 3, 2006)
Contractor Management Services LLC (Nevada Limited Liability Company) Peoria, Arizona	ICM	85547760 (February 20, 2012)	4366778 (July 16, 2013)
Contractor Management Services LLC (Nevada Limited Liability Company) Peoria, Arizona	ICM POWER	85554504 (February 28, 2012)	4370728 (July 23, 2013)
Contractor Management Services LLC (Nevada Limited Liability Company) Phoenix, Arizona	INDEPENDENT CONTRACTING THE RIGHT WAY (Stylized)	78467854 (August 16, 2004)	3005879 (October 11, 2005)

**TRADEMARK APPLICATIONS**

None.