

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL RESTORATION SERVICES, LLC		03/21/2016	Limited Liability Company: DELAWARE
WORLDWIDE RESTORATION, LLC		03/21/2016	Limited Liability Company: DELAWARE
RT1 RESTORATION SERVICES, LLC		03/21/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3358567	UNIVERSAL RESTORATION SERVICES	
Registration Number:	3260652	UNIVERSAL RESTORATION SERVICES	
Registration Number:	4000007	WORLDWIDE RESTORATION	
Registration Number:	4680727	VENTURI	
Registration Number:	2718312	VENTURICLEAN	
Registration Number:	2229302	VENTURI TECHNOLOGIES, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		

CH \$165.00 3358567

ATTORNEY DOCKET NUMBER:	387132-00200
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	03/21/2016
Total Attachments: 5 source=Trademark Security Agreement (RT1)#page1.tif source=Trademark Security Agreement (RT1)#page2.tif source=Trademark Security Agreement (RT1)#page3.tif source=Trademark Security Agreement (RT1)#page4.tif source=Trademark Security Agreement (RT1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2016, is made by Universal Restoration Services, LLC ("Universal Restoration"), Worldwide Restoration, LLC ("Worldwide Restoration") and RT1 Restoration Services, LLC ("RT1 Restoration") (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 21, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Response Team 1 Holdings, LLC, a Delaware limited liability company, RT1 Acquisition, LLC, a Delaware limited liability company, Emergency Restoration Experts, LLC, a Delaware limited liability company, RT1 National Services, LLC, a Delaware limited liability company, Worldwide Restoration, LLC, a Delaware limited liability company, Universal Restoration Services, LLC, a Delaware limited liability company, Poole's Reconstruction and Restoration, LLC, a Delaware limited liability company, TRC Disaster Solutions LLC, a Delaware limited liability company, ESPO Fire and Water Restoration, LLC, a Delaware limited liability company, Cary Reconstruction Company, LLC, a Delaware limited liability company, Perfection, LLC, a Delaware limited liability company, BKA of Nashville, LLC, a Delaware limited liability company, RT1 Renovation Services, LLC, a Delaware limited liability company, Empire Constructions & Technologies, LLC, a Delaware limited liability company, QCI Restoration, LLC, a Delaware limited liability company, SOS Builders, LLC, a Delaware limited liability company, RT1 Restoration Services LLC, a Delaware limited liability company, Rapid Response Experts, LLC, a Delaware limited liability company, Emergency Reconstruction LLC, a Delaware limited liability company, JFS Construction Group, LLC, a Delaware limited liability company (collectively, the "Borrowers"), RT1 Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), RT1 Enterprises, Inc., a Delaware corporation, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital LP, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby

mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein or in the Security Agreement to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of law principles.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

UNIVERSAL RESTORATION SERVICES, LLC,
as Grantor

By: 
Name: Erik Bloom
Title: Vice Chairman

WORLDWIDE RESTORATION, LLC,
as Grantor

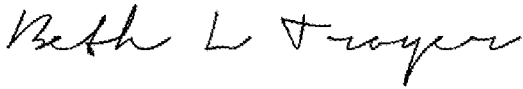
By: 
Name: Erik Bloom
Title: Vice Chairman

RTI RESTORATION SERVICES, LLC,
as Grantor

By: 
Name: Erik Bloom
Title: Vice Chairman

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent



By: _____

Name: Beth L Troyer

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
UNIVERSAL RESTORATION SERVICES	Universal Restoration Services, LLC	77083520	1/16/07	3358567	12/25/07
UNIVERSAL RESTORATION SERVICES	Universal Restoration Services, LLC	78903055	6/7/06	3260652	7/10/07
WORLDWIDE RESTORATION	Worldwide Restoration, LLC	85223083	1/21/11	4000007	7/19/11
VENTURI	RT1 Restoration Services, LLC	86148597	12/19/13	4680727	2/3/15
VENTURICLEAN	RT1 Restoration Services, LLC	75626373	1/26/99	2718312	5/27/03
VENTURI TECHNOLOGIES, INC.	RT1 Restoration Services, LLC	75088103	4/16/96	2229302	5/2/99