

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAINTENANCE CONNECTION, LLC		04/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95616		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86958796	MAINTENANCE CONNECTION	
Serial Number:	86958800	MAINTENANCE CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F162808		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	04/29/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of April 29, 2016, is entered into by and between **MAINTENANCE CONNECTION, LLC**, a Delaware limited liability company (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of April 29, 2016, among the Assignee, Grantor, **MAINTENANCE CONNECTION MIDCO, LLC**, a Delaware limited liability company (“*Holdings*”), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of April 29, 2016, among Holdings, Grantor, Assignee, the Lenders party thereto, and **SILICON VALLEY BANK**, as the Issuing Lender, the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest.

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of Grantor’s Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

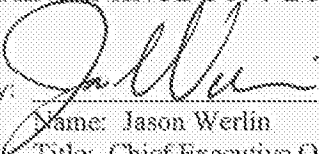
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MAINTENANCE CONNECTION, LLC

By: 
Name: Jason Werlin
Title: Chief Executive Officer and President

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Dwayne Shuler


Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005780 FRAME: 0908

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

<u>Name of Loan Party</u>	<u>Trademark Application Number</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application</u>
Maintenance Connection, LLC	86/958,796	MAINTENANCE CONNECTION	March 30, 2016
Maintenance Connection, LLC	86/958,800		March 30, 2016

Schedule B to TRADEMARK SECURITY AGREEMENT

Internet Domain Names

<http://www.maintenanceconnection.com>

<http://www.maintenanceconnect.com>

<http://www.mcgivesback.com>

<http://www.mcuserconnect.com>