

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT - FIRST LIEN		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tradesmen International, LLC		02/16/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH		
Street Address:	5022 Gate Parkway		
Internal Address:	Suite 200		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3105596	TOTAL LABOR SUPPORT	
Registration Number:	2621332	TRADESMEN INTERNATIONAL	
Registration Number:	2500426	TRADESMEN INTERNATIONAL	
Registration Number:	1859336	TRADESMEN INTERNATIONAL	
Registration Number:	4383312	PRODUCTIVITY IS OUR PRIORITY	
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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
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:	F168496 TM 1L		
NAME OF SUBMITTER:	Emily Ohannessian		

OP \$140.00 3105596

SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	02/17/2017
Total Attachments: 5 source=#89370489v1 - (Tribe - 1L Trademark Security Agreement)#page2.tif source=#89370489v1 - (Tribe - 1L Trademark Security Agreement)#page3.tif source=#89370489v1 - (Tribe - 1L Trademark Security Agreement)#page4.tif source=#89370489v1 - (Tribe - 1L Trademark Security Agreement)#page5.tif source=#89370489v1 - (Tribe - 1L Trademark Security Agreement)#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 16, 2017, by Tradesmen International, LLC (the “**Grantor**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of February 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

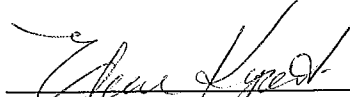
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

TRADESMEN INTERNATIONAL, LLC

By:



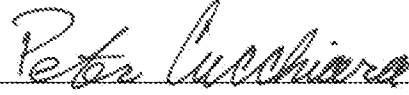
Name: Elaine Kapusta

Title: Chief Financial Officer and
Assistant Secretary

[Signature Page to First Lien Trademark Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Dusan Lazarov
Title: Director

By: 
Name: Peter Cucchiara
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

Schedule I
Trademark Registrations and Applications

Registered Owner/ Applicant/ Grantor	Name of Trademark	Application / Registration Number
Tradesmen International, LLC	TOTAL LABOR SUPPORT	3,105,596
Tradesmen International, LLC	TRADESMEN INTERNATIONAL [AND DESIGN]	2,621,332
Tradesmen International, LLC	TRADESMEN INTERNATIONAL	2,500,426
Tradesmen International, LLC	TRADESMEN INTERNATIONAL	1,859,336
Tradesmen International, LLC	PRODUCTIVITY IS OUR PRIORITY	4,383,312