

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Varsity Contractors, Inc.		08/17/2017	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	BNP Paribas
<b>Street Address:</b>	787 Seventh Avenue, 28th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: FRANCE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1495370	VARSITY
Registration Number:	3613780	JANOPS
Registration Number:	4042284	JANOPS
Registration Number:	3523416	VARSITY
Serial Number:	86675854	REAL RELIABILITY REAL RESPONSE REAL REDU
Registration Number:	5153627	REAL RELIABILITY REAL RESPONSE REAL REDU

## CORRESPONDENCE DATA

Fax Number: 2122942684

*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.*

Phone: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Amanjot Kaur

Address Line 1: 200 Park Avenue

Address Line 2: Winston &amp; Strawn LLP

Address Line 4: New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	86700.12
<b>NAME OF SUBMITTER:</b>	Amanjot Kaur
<b>SIGNATURE:</b>	/Amanjot Kaur by trademarkny/

<b>DATE SIGNED:</b>	08/17/2017
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**Total Attachments: 6**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Trademark Security Agreement"), is made by each of the signatories hereto (each, a "Grantor", and collectively, the "Grantors") in favor of BNP PARIBAS, as first lien collateral agent (in such capacity, the "First Lien Collateral Agent") for the Secured Parties (in such capacity, the "Assignee"), as defined in the First Lien Pledge and Security Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, KELLERMEYER BERGENSONS SERVICES, LLC, a Delaware limited liability company, KKBS GROUP HOLDINGS LLC, a Delaware limited liability company, the Subsidiaries of the Borrower from time to time party hereto, the lenders party thereto, and BNP PARIBAS, as administrative agent and collateral agent (in such capacities, the "Administrative Agent"), are party to that certain First Lien Credit Agreement dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement");

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain First Lien Pledge and Security Agreement dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any successor or any similar offices in any other country or any State of the United States ), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor

now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

*provided*, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Property.

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

SECTION 4. Termination. (a) This First Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate on the Termination Date.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 6.13 of the First Lien Pledge and Security Agreement and Section 10.12 of the First Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

**SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This First Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this First Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First Lien Trademark Security Agreement.


**SECTION 8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY**

**RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

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IN WITNESS WHEREOF, each Grantor has caused this FIRST LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

VARSITY CONTRACTORS, INC.

By:   
Name: Mark Minasian  
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006132 FRAME: 0620**

Accepted and Agreed:

BNP PARIBAS, as Assignee

By:   
Name: \_\_\_\_\_  
Title: **Jeremie Braoude**  
**Vice President**

By:   
Name: \_\_\_\_\_  
Title: **Stephanie Nasid**  
**Vice President**

**TRADEMARKS**Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
VARSITY & Design	1495370 (73/550,592)	7/05/88 (7/29/85)	Varsity Contractors, Inc.
JANOPS (Child)	3613780 (77976877)	4/28/09 (2/13/07)	Varsity Contractors, Inc.
JANOPS	4042284 (77106453)	10/18/11 (2/13/07)	Varsity Contractors, Inc.
VARSITY	3523416 (77296728)	10/28/08 (10/04/07)	Varsity Contractors, Inc.
R3 LOGO (ITU)	Registration Pending (86675854)	Registration Pending (6/26/15)	Varsity Contractors, Inc.
R3 LOGO	5153627 (86675887)	3/07/17 (6/26/15)	Varsity Contractors, Inc.