

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Banking 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 & Strawn LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86700.177
NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/

DATE SIGNED:	08/17/2017
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Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 "Second 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 second lien collateral agent (in such capacity, the "Second Lien Collateral Agent") for the Secured Parties (in such capacity, the "Assignee"), as defined in the Second 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 Second Lien Term Loan Agreement dated as of October 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement");

WHEREAS, in connection with the Second Lien Term Loan Agreement the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain Second 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 "Second Lien Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Term Loan Agreement to induce Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second 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 Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Term Loan Agreement. For purposes of this Second 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 Second 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. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Second 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 Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. (a) This Second 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 Second Lien Pledge and Security Agreement and Section 10.12 of the Second Lien Term Loan Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second 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 Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

SECTION 6. **GOVERNING LAW.** THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND 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 Second 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 Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second 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 SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND 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 SECOND LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE SECOND 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 SECOND 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 Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006132 FRAME: 0642

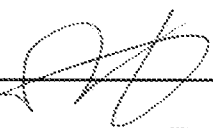
Accepted and Agreed:

BNP PARIBAS, as Assignee

By:

Name:

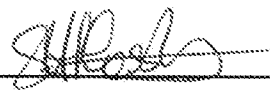
Title:


Jeremie Braoude
Vice President

By:

Name:

Title:


Stephanie Haski
Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006132 FRAME: 0643

TRADEMARKSTrademark 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.