

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442095

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M.C. Dean, Inc.		08/31/2017	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank, N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87333084	IMMS	
<b>Serial Number:</b>	87332301	IMMS	
<b>Registration Number:</b>	5099648	MODULARMEP	
<b>Registration Number:</b>	5051618	JOB CONNECT	
<b>Registration Number:</b>	4948288	MODULAR POWER AND TECHNOLOGY	
<b>Registration Number:</b>	4948287	MODULARPOWERANDTECHNOLOGY	
<b>Registration Number:</b>	4393876	MODULAR BUILDING FOR NON-MODULAR BUILDIN	
<b>Registration Number:</b>	4437254	MODULARITY FOR THE NON-MODULAR	
<b>Registration Number:</b>	4344398	MODULAR INFRASTRUCTURE	
<b>Registration Number:</b>	4351770	MODULAR UTILITIES	
<b>Registration Number:</b>	4302592	SMARTMEPLV	
<b>Registration Number:</b>	4302591	SMARTMEP	
<b>Registration Number:</b>	4388913	PREFABMEPLV	
<b>Registration Number:</b>	4290416	PREFABMEP	
<b>Registration Number:</b>	4393133	MODULARMEPLV	
<b>Registration Number:</b>	4293598	MODULARMEP	
<b>Registration Number:</b>	3735705	ARCSTOP	
<b>Registration Number:</b>	2714136	OPENBAND	
<b>Registration Number:</b>	2382971	M.C. DEAN BUILDING INTELLIGENCE	

OP \$565.00 87333084

Property Type	Number	Word Mark
Registration Number:	2389700	M.C. DEAN
Registration Number:	2312420	BUILDING INTELLIGENCE
Registration Number:	3817088	

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** michael.barys@clarivate.com

**Correspondent Name:** Nancy A. Zarazua

**Address Line 1:** 111 West Monroe Street

**Address Line 2:** Chapman and Cutler LLP

**Address Line 4:** Chicago, ILLINOIS 60603

**NAME OF SUBMITTER:** Nancy A. Zarazua

**SIGNATURE:** /Michael Barys/

**DATE SIGNED:** 09/06/2017

**Total Attachments: 7**

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## TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2017, M.C. Dean, Inc., a Virginia corporation ("*Debtor*") with its principal place of business and mailing address at 1765 Greensboro Station Place, Tysons, Virginia 22102, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

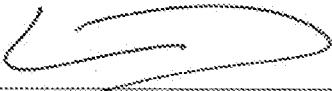
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

M.C. DEAN, INC.

By   
Name: William H. Dean  
Title: Chief Executive Officer and President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

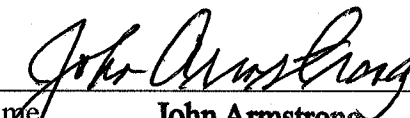
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

M.C. DEAN, INC.

By \_\_\_\_\_  
Name: William H. Dean  
Title: Chief Executive Officer and President

Accepted and agreed to as of the date and year last above written.



BMO HARRIS BANK N.A.



By  \_\_\_\_\_  
Name: **John Armstrong**  
Title: **Managing Director**

**SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARK	USPTO Serial/Reg. Number	Current Status
IMMS (Word and Design Mark) 	87333084	Pending – - 08/04/2017 - A request for an extension of time to file an opposition has been filed with the Trademark Trial and Appeal Board - 06/21/2017 - Published for Opposition
IMMS (Word Mark)	87332301	Pending – - 08/04/2017 - A request for an extension of time to file an opposition has been filed with the Trademark Trial and Appeal Board - 06/21/2017 - Published for Opposition
MODULARMEP (Word and Design Mark) 	5099648	Registered – 12/13/2016
JOB CONNECT (Word Mark)	5051618	Registered – 09/27/2016
MODULAR POWER AND TECHNOLOGY (Word Mark)	4948288	Registered – 04/26/2016
MODULARPOWERANDTECHNOLOGY (Word Mark)	4948287	Registered – 04/26/2016
MODULAR BUILDING FOR NON-MODULAR BUILDING (Word Mark)	4393876	Registered – 08/27/2013
MODULARITY FOR THE NON-MODULAR (Word Mark)	4437254	Registered – 11/19/2013

MODULAR INFRASTRUCTURE (Word Mark)	4344398	Registered – 05/28/2013
MODULAR UTILITIES (Word Mark)	4351770	Registered – 06/11/2013
SMARTMEPLV (Word Mark)	4302592	Registered – 03/12/2013
SMARTMEP (Word Mark)	4302591	Registered – 03/12/2013
PREFABMEPLV (Word Mark)	4388913	Registered – 08/20/2013
PREFABMEP (Word Mark)	4290416	Registered – 02/12/2013
MODULARMEPLV (Word Mark)	4393133	Registered – 08/27/2013
MODULARMEP (Word Mark)	4293598	Registered – 02/19/2013
ARCSTOP (Word Mark)	3735705	- Combined Section 8/15 filed - Registered – 01/12/2010
OPENBAND (Word Mark)	2714136	- Combined Section 8/9 filed - Combined Section 8/15 filed - Registered – 05/06/2003
M.C. DEAN BUILDING INTELLIGENCE (Word and Design Mark)	2382971	- Combined Section 8/9 filed - Combined Section 8/15 filed - Registered – 09/05/2000
		
M.C. DEAN (Word Mark)	2389700	- Combined Section 8/9 filed - Combined Section 8/15 filed - Registered – 09/26/2000
BUILDING INTELLIGENCE (Word Mark)	2312420	- Combined Section 8/9 filed - Combined Section 8/15 filed - Registered – 01/25/2000
	3817088	- DEAD- 02/17/2017 - Registered 07/13/2010
(Ring Design Mark)		