

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445698

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUSKY RESTORATION HOLDINGS, LLC		10/01/2017	Limited Liability Company: DELAWARE
BLUSKY RESTORATION CONTRACTORS, LLC	FORMERLY BluSky Restoration Contractors, Inc.	10/01/2017	Limited Liability Company: DELAWARE
GO BLUSKY OF ARIZONA LLC		10/01/2017	Limited Liability Company: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	TREE LINE CAPITAL PARTNERS, LLC
<b>Street Address:</b>	101 CALIFORNIA STREET
<b>Internal Address:</b>	STE 1700
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	4097768	BLU SKY
<b>Registration Number:</b>	4152453	1 FIRST AID DISASTER RESPONSE PLAN
<b>Registration Number:</b>	4097767	BLU SKY
<b>Registration Number:</b>	2899875	RESTORING YOUR FUTURE
<b>Registration Number:</b>	2937861	DISASTER ONE RESTORING YOUR FUTURE
<b>Registration Number:</b>	4797854	DISASTER ONE

## CORRESPONDENCE DATA

Fax Number: 3105647794

*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: 4242147052

Email: ip@sycr.com

Correspondent Name: Dayan Rosen

Address Line 1: 100 Wilshire Blvd., Fourth Floor

TRADEMARK

**Address Line 4:** Santa Monica, CALIFORNIA 90401

**ATTORNEY DOCKET NUMBER:** 104285-0005

**NAME OF SUBMITTER:** Dayan Rosen

**SIGNATURE:** /Dayan Rosen/

**DATE SIGNED:** 10/03/2017

**Total Attachments: 14**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of October 1, 2017, is made by **BLUSKY RESTORATION HOLDINGS, LLC**, a limited liability company organized under the laws of the State of Delaware ("Holdings"), **BLUSKY RESTORATION CONTRACTORS, LLC**, a limited liability company organized under the laws of the State of Delaware, f/k/a BluSky Restoration Contractors, Inc., a Colorado corporation (the "Company"), and **GO BLUSKY OF ARIZONA LLC**, a limited liability company organized under the laws of the State of Colorado ("BluSky Arizona", together with Holdings and the Company, collectively, the "Grantors", and each a "Grantor"), in favor of **TREE LINE CAPITAL PARTNERS, LLC**, as Agent ("Tree Line Capital").

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

**WHEREAS**, pursuant to that certain Term Loan and Security Agreement, dated as of even date herewith (the "Loan Agreement"), among Grantors, as borrowers (Grantors, together with each other Person joined thereto as a borrower or guarantor from time to time, collectively, the "Loan Parties" and each a "Loan Party"), the financial institutions party thereto as lenders (collectively, the "Lenders" and each a "Lender") and Tree Line Capital, as administrative agent for the Lenders and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Agent"), Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors and the other Loan Parties upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

**WHEREAS**, pursuant to such Loan Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Agent, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered patents, trademarks and copyrights and all of each Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

**WHEREAS**, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent,

Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement in the form of Exhibit A hereto delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications (other than "intent to use" trademark applications to the extent that the grant, attachment or enforcement of a security interest therein would impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Loan Agreement, and Grantors hereby acknowledge and agree that the

rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantors Remain Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Loan Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of Agent, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by such Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Loan Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Loan Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Loan Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules). Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 15.1 of the Loan Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 15.5 of the Loan Agreement (indemnities by Grantors), Section 15.6 of the Loan Agreement (notices), Section 15.7 of the Loan Agreement (survival of certain provisions), Section 15.9 of the Loan Agreement

(expenses), Section 15.10 of the Loan Agreement (injunctive relief) and Article XII of the Loan Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

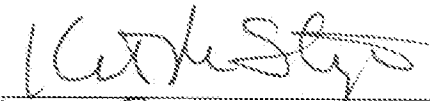
In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

**GRANTORS:**

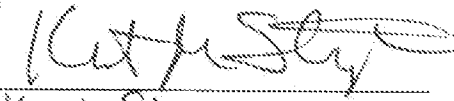
**BLUSKY RESTORATION HOLDINGS, LLC**

By:   
Name: Kent Stemper  
Title: member / CEO

**BLUSKY RESTORATION CONTRACTORS, LLC**

By:   
Name: Kent Stemper  
Title: CEO

**GO BLUSKY OF ARIZONA LLC**

By:   
Name: Kent Stemper  
Title: CEO



ACCEPTED AND AGREED  
as of the date first above written:

**TREE LINE CAPITAL PARTNERS, LLC**

By:   
Name: Jon Schroeder  
Title: Managing Partner

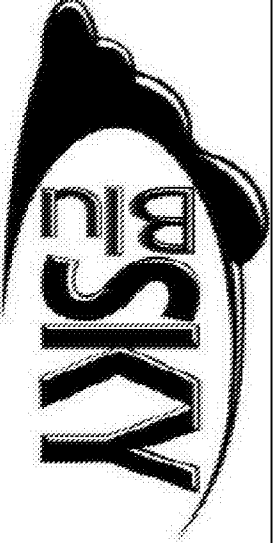
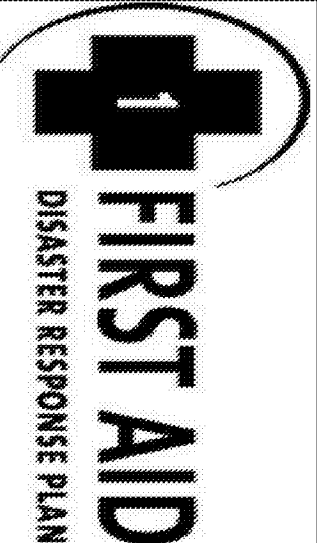
{Signature Page to IP Security Agreement}

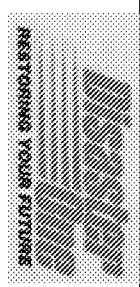
**TRADEMARK**  
**REEL: 006171 FRAME: 0151**

Schedule 1  
to  
Intellectual Property Security Agreement

**PATENTS, TRADEMARKS, AND COPYRIGHTS**

1. Grantors' trademarks:

	<u>Owner of Record</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
(A)	Blusky Restoration Contractors, Inc.		4,097,768	05/14/2010	02/14/2012
(B)	Blusky Restoration Contractors, Inc.		4,152,453	05/14/2010	06/05/2012

(C)	<u>Blusky</u> <u>Restoration</u> <u>Contractors,</u> <u>Inc.</u>	BLU SKY	4,097,767	05/14/2010	02/14/2012
(D)	<u>Blusky</u> <u>Restoration</u> <u>Contractors,</u> <u>LLC</u>	RESTORING YOUR FUTURE	2,899,875	10/24/2003	11/02/2004
(E)	<u>Blusky</u> <u>Restoration</u> <u>Contractors,</u> <u>LLC</u>		2,937,861	10/24/2003	04/05/2005
(F)	<u>Blusky</u> <u>Restoration</u> <u>Contractors,</u> <u>LLC</u>	DISASTER ONE	4,797,854	05/14/2014	08/25/2015

**EXHIBIT A**

**SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this \_\_ day of \_\_\_\_\_, by **BLUSKY RESTORATION HOLDINGS, LLC**, a limited liability company organized under the laws of the State of Delaware ("Holdings"), **BLUSKY RESTORATION CONTRACTORS, LLC**, a limited liability company organized under the laws of the State of Delaware, f/k/a BluSky Restoration Contractors, Inc., a Colorado corporation (the "Company"), **GO BLUSKY OF ARIZONA LLC**, a limited liability company organized under the laws of the State of Colorado ("BluSky Arizona"), and, and together with Holdings and the Company, collectively, the "Grantors", and each, a "Grantor", in favor of **TREE LINE CAPITAL PARTNERS, LLC** ("Agent"), a limited liability company:

**WITNESSETH**

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of [\_\_\_\_], 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Agent, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantors' right, title and interest in, to and under the Intellectual Property Collateral of Grantors, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Registered Intellectual Property, Grantors shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantors in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Lenders

and each other Secured Party, Grantors hereby assign, pledge and grant to Agent, for its benefit and for the ratable benefit of Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantors' right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantors since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTORS:**

**BLUSKY RESTORATION HOLDINGS, LLC**

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

**BLUSKY RESTORATION CONTRACTORS, LLC**

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

**GO BLUSKY OF ARIZONA LLC**

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

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]

ACCEPTED AND AGREED  
as of the date first above written:

**TREE LINE CAPITAL PARTNERS, LLC**

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

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]

**SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**  
**DATED [       ], 2017**

DOCSSM/3041488v10/104285-0005

**RECORDED: 10/03/2017**

**TRADEMARK**  
**REEL: 006171 FRAME: 0158**