

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSTRUCTION LABOR CONTRACTORS, LLC		12/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		
Street Address:	5022 Gate Parkway, Suite 200		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4251796	SKILLED LABOR SOLUTIONS	
Registration Number:	4345834	CLC CONSTRUCTION LABOR CONTRACTORS	
Registration Number:	5130689	CONSTRUCTION LABOR CONTRACTORS	
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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F174462 TM 2L		
NAME OF SUBMITTER:	Emily Ohannessian		
SIGNATURE:	/Emily Ohannessian/		
DATE SIGNED:	12/21/2017		
Total Attachments: 5			

OP \$90.00 4251796

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 19, 2017, by CONSTRUCTION LABOR CONTRACTORS, 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, pursuant to Section 6.12 of the Security Agreement, the Grantor, as an additional Restricted Subsidiary of the Parent Borrower, has executed a Supplement dated as of the date hereof and has become party to the Second 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 Grantor is 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 Grantor hereby agrees 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. The 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 the Grantor:

(a) all Trademark registrations and applications of the 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 Grantor hereby acknowledges and affirms 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 the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

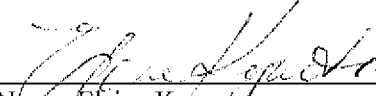
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement

by facsimile or other electronic transmission shall be as 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 the applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature pages follow.]

Construction Labor Contractors, LLC as Grantor

By: 
Name: Elaine Kapusta
Title: Vice President, Assistant Treasurer and
Assistant Secretary

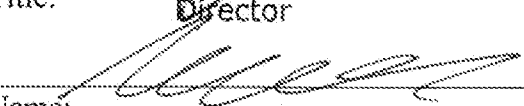
[Signature Page to Second Lien Trademark Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____


Name: Marcus Tarkington
Title: Director

By: _____


Name: Anca Trifan
Title: Managing Director

**Schedule I
Trademark Registrations and Applications**

Owner	Trademark	Registration Number	Registration Date	Jurisdiction
Construction Labor Contractors, LLC	Skilled Labor Solutions	4,251,796	November 27, 2012	United States Patent and Trademark Office
Construction Labor Contractors, LLC	CLC CONSTRUCTION LABOR CONTRACTORS (symbol)	4,345,834	June 4, 2013	United States Patent and Trademark Office
Construction Labor Contractors, LLC	Construction Labor Contractors	5,130,689	January 24, 2017	United States Patent and Trademark Office