

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siteworx, LLC		03/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3085121	SITEWORX	
Registration Number:	5254082	BUILD FAST, GROW SMART.	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	107019-0079		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	03/07/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “Agreement”), dated as of March 5, 2018, is made by and between **SITEWORX, LLC**, a Delaware limited liability company (“Grantor”), and **ARES CAPITAL CORPORATION** (“Lender”).

Recitals

A. Grantor, Siteworx Holdings, LLC, a Delaware limited liability company (collectively, “Borrowers”), and Lender are parties to an Amended and Restated Loan and Security Agreement dated as of the date of this Agreement (as amended, supplemented or restated from time to time, the “Loan Agreement”), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrowers.

B. As a condition to extending credit to or for the account of Borrowers, Lender has required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Grantor’s right, title and interest in and to:

(i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, in each case to the extent constituting Borrower Collateral, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants Lender for the benefit of Lender and the Bank Product Providers a security interest (the “Security Interest”), with power of sale to the extent permitted by this Agreement, the Loan Agreement, or law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in the Borrower Collateral. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application.

3. Representations, Warranties and Agreements. Grantor represents, warrants, and agrees as follows:

(a) **Existence; Authority.** Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Grantor.

(b) **Trademarks.** Exhibit A accurately lists all United States registered Trademarks owned by Grantor as of the date hereof.

(c) **Power of Attorney.** To facilitate Lender's exercising its rights under this Agreement, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 3, or, necessary for Lender, upon the occurrence and during the continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, Lender may, at its option, take any or all of the following actions in accordance with the terms of the Loan Agreement:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

5. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the

exercise or enforcement of any other. All notices to be given to Grantor or Lender under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns to the extent permitted under the Loan Agreement and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Grantor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

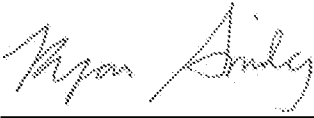
6. GOVERNING LAW; SUBMISSION TO JURISDICTION AND WAIVERS; ACKNOWLEDGMENTS; WAIVERS OF JURY TRIAL. The terms of Section 13 of the Loan Agreement are incorporated herein by reference, mutatis mutandis.

[signature on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SITWORX, LLC

By: 
Name: Ryan Smiley
Title: Vice President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION

By: _____
Name Mitchell Goldstein
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SITEWORX, LLC

By: _____

Name: Andrew Walker

Title: Chief Executive Officer

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION

By: _____

Name Mitchell Goldstein

Title: Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 006285 FRAME: 0797

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

MARK	COUNTRY	REG. NO.
SITEWORX	United States of America	3085121
BUILD FAST, GROW SMART	United States of America	5254082

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RECORDED: 03/07/2018

**TRADEMARK
REEL: 006285 FRAME: 0798**