

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501034

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tier One Relocation LLC		12/05/2018	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance Agency, LLC, as agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86790696	TIER ONE RELOCATION	
<b>Serial Number:</b>	86790678	TIER ONE RELOCATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951-1836		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1836)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	12/06/2018		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

**This Trademark Security Agreement** (this “**Assignment**”) is made as of this 5th day of December, 2018, by the Assignor listed on the signature pages hereof (“**Assignor**”), in favor of **CERBERUS BUSINESS FINANCE AGENCY, LLC**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”) Tier One Intermediate Holding, LLC, a Delaware limited liability company (the “**Initial Borrower**” and, immediately after giving effect to the Tier One Acquisition, “**Parent Holdco**”), Tier One Holding Corp., a Delaware corporation (“**Tier One**”, and immediately after giving effect to the Tier One Acquisition, together with each other Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “**Borrowers**” and each, a “**Borrower**”), each Subsidiary of Parent Holdco from time to time party thereto as a “**Guarantor**” (together with Parent Holdco, each a “**Guarantor**” and collectively, the “**Guarantors**”), the lenders from time to time party thereto (the “**Lenders**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, pursuant to the Credit Agreement, Assignor is required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

**1. Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

**2. Grant of Security Interest in Trademark Collateral.** Assignor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of Assignor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of Assignor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Assignor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term “Trademark Collateral” shall be subject in all respects to the provisos set forth at the end of the definition of “Collateral” in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

**3. Security For Obligations.** This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by Assignor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Assignor.

**4. Credit Agreement.** The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**5. Authorization to Supplement.** If Assignor shall obtain rights to any new Trademarks or Licenses for Trademarks, which constitute Collateral, this Assignment shall automatically apply thereto. Without limiting Assignor’s obligations under this Section 5, Assignor hereby authorizes Agent unilaterally to modify this Assignment by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of Assignor. Notwithstanding the foregoing, no failure to so modify this Assignment or amend **Schedule I** shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on **Schedule I**.

**6. Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

**7. Construction.** Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a

whole and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

**TIER ONE RELOCATION LLC,**  
a Pennsylvania limited liability company

By: \_\_\_\_\_ 

Name: Thomas King

Title: Chief Financial Officer and Treasurer

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006545 FRAME: 0587**

AGENT:

**CERBERUS BUSINESS FINANCE AGENCY,  
LLC**

By: \_\_\_\_\_

Name: Daniel E. Wolf


Title: Senior Managing Director

[Trademark Security Agreement]

**TRADEMARK  
REEL: 006545 FRAME: 0588**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademarks

<b>Grantor</b>	<b>Trademark</b>	<b>Trademark Serial Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>Jurisdiction</b>
Tier One Relocation LLC	TIER ONE RELOCATION	86790696	5030302	10/16/2015	8/30/2016	United States
Tier One Relocation LLC		86790678	5030300	10/16/2015	8/30/2016	United States