TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM503604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Endeavor Communications TN, LLC		12/18/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Resolute Capital Partners Fund IV, L.P.	
Street Address:	20 Burton Hills Blvd., Suite 430	
City:	Nashville	
State/Country:	TENNESSEE	
Postal Code:	37215	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2185088	EROSION CONTROL PATROL
Registration Number:	2643805	STORMWATER THE JOURNAL FOR SURFACE WATER
Registration Number:	2485020	MSW MANAGEMENT
Registration Number:	2549344	EROSION CONTROL
Registration Number:	2733043	STORMCON
Registration Number:	3734003	GRADING & EXCAVATION CONTRACTOR
Registration Number:	3791738	WATER EFFICIENCY THE JOURNAL FOR WATER R
Registration Number:	3872598	WATERPRINT
Registration Number:	3203172	WATER EFFICIENCY
Registration Number:	4014146	DISTRIBUTED ENERGY THE JOURNAL OF ENERGY
Registration Number:	4041214	FORESTER PRESS
Serial Number:	88015817	WESTERN WATER SUMMIT

CORRESPONDENCE DATA

Fax Number: 6152483040

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: (615) 252-3552 mward@bradley.com Email:

Mary Ward **Correspondent Name:**

REEL: 006565 FRAME: 0848

TRADEMARK

900479302

NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	12/27/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is entered into as of December 18, 2018, by ENDEAVOR COMMUNICATIONS TN, LLC ("**Debtor**"), a Delaware limited liability company, in favor of RESOLUTE CAPITAL PARTNERS FUND IV, L.P. ("**Lender**"), a Delaware limited partnership.

RECITALS:

- A. Pursuant to that First Amended and Restated Loan Agreement, dated as of June 22, 2018, as amended by the First Amendment to First Amended and Restated Loan Agreement, dated November 1, 2018, and that certain Second Amendment to First Amended and Restated Loan Agreement, dated as of the date hereof (as amended, the "Loan Agreement"), by and among Debtor and Lender, Lender has agreed to extend credit to Debtor, on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings provided in the Loan Agreement).
- B. Debtor has granted to Lender a security interest in all of its personal property and fixtures pursuant to that First Amended and Restated Security Agreement dated as of June 22, 2018, by and among Debtor and Lender (as it may be amended or restated, the "Security Agreement").
- C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor's grant of a security interest to Lender in Debtor's trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Debtor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

- 1. <u>UCC</u> <u>Security Interest in Registered Trademarks</u>. As security for the Obligations, Debtor hereby grants to Lender a security interest in the trademark registrations described in <u>Schedule A</u> hereto and of record with the United States Patent and Trademark Office (the "**USPTO**").
- **2. Recordation**. Debtor hereby authorizes Lender to record this Agreement with the USPTO.
- 3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity.

This Trademark Security Agreement is dated as of the date first written above.			
X	DEBTOR:		
	ENDEAVOR COMMUNICATIONS TN, LLC		
	By: CL7 Ll Name: Chris Ferrell Title: President		
·	LENDER:		
	RESOLUTE CAPITAL PARTNERS FUND IV, L.P. By: RESOLUTE CAPITAL SBIC PARTNERS IV, LLC, General Partner		

Manager

[Signature Page - Trademark Security Agreement]

This Trademark	Security	Agreement	is dated	as of the	date first	written abo	we.

DEBTOR:

ENDEAVOR COMMUNICATIONS TN, LLC

LENDER:

RESOLUTE CAPITAL PARTNERS FUND IV, L.P. By: RESOLUTE CAPITAL SBIC PARTNERS IV,

LLC, General Partner

By: A C L Manager

[Signature Page - Trademark Security Agreement]

SCHEDULE A

Trademarks

Mark	Jurisdiction	Registration Number	App. Serial No.
EROSION CONTROL PATROL	U.S.	2185088	75266021
STORMWATER THE JOURNAL FOR	U.S.	2643805	76063076
SURFACE WATERQUALITY			
PROFESSIONALS			
MSW MANAGEMENT	U.S.	2485020	76097349
EROSION CONTROL	U.S.	2549344	76098826
STORMCON	U.S.	2733043	76298695
GRADING & EXCAVATION	U.S.	3734003	77751531
CONTRACTOR			
WATER EFFICIENCY THE JOURNAL FOR	U.S.	3791738	77906440
WATER RESOURCE MANAGEMENT			
WATERPRINT	U.S.	3872598	77944234
WATER EFFICIENCY	U.S.	3203172	78849492
DISTRIBUTED ENERGY THE JOURNAL	U.S.	4014146	85212425
OF ENERGYEFFICIENCY & RELIABILITY			
FORESTER PRESS	U.S.	4041214	85255240
WESTERN WATER SUMMIT	U.S.		88015817

RECORDED: 12/27/2018