

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BELFOR FRANCHISE GROUP LLC		04/04/2019	Limited Liability Company: MICHIGAN
BELFOR USA GROUP INC.		04/04/2019	Corporation: COLORADO
BELFOR EUROPE GMBH		04/04/2019	Corporation: GERMANY
BELFOR ENVIRONMENTAL, INC.		04/04/2019	Corporation: COLORADO
HOODZ INTERNATIONAL LLC		04/04/2019	Limited Liability Company: DELAWARE
COACH'S RESTORATION LLC		04/04/2019	Limited Liability Company: DELAWARE
1 800 WATER DAMAGE INTERNATIONAL, LLC		04/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 S. DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	5683919	O	
Registration Number:	5621896	SOAK SYSTEMS	
Registration Number:	5335527	COILZ THE COIL CLEANING EXPERTS	
Registration Number:	4251563	FRANTEGRITY	
Registration Number:	3864232	DUCTZ	
Registration Number:	3813132	DUCTZ	
Registration Number:	3759740	DUCTZ	
Registration Number:	1698024		
Registration Number:	1747443	DUCTBUSTERS	

CH \$1265.00 5683919

Property Type	Number	Word Mark
Registration Number:	5335477	
Registration Number:	5085544	BAMCOR
Registration Number:	5072307	BAMCOR MACHINERY REBUILDING & REPAIR SPE
Registration Number:	4873643	SOAK SYSTEMS
Registration Number:	4803082	BELFOR PROPERTY RESTORATION
Registration Number:	4761668	BELFOR UNIVERSITY SKILL TECHNOLOGY INTEG
Registration Number:	4693633	BELFOR UNIVERSITY
Registration Number:	4601092	DRIPLOC
Registration Number:	4601091	
Registration Number:	4653461	RESTORING MORE THAN PROPERTY
Registration Number:	4400238	BELFOR
Registration Number:	4400237	BELFOR
Registration Number:	4441471	RESTORING MORE THAN PROPERTY
Registration Number:	4213274	KOTS FOR KIDS EVERY KID DESERVES A PLACE
Registration Number:	4151305	BELFOR CARES
Registration Number:	3411615	BELFOR ENVIRONMENTAL
Registration Number:	3411593	BELFOR ENVIRONMENTAL
Registration Number:	3479341	BELFOR ENVIRONMENTAL
Registration Number:	3479340	BELFOR ENVIRONMENTAL
Registration Number:	3719089	EXECUTIVE GENERAL ESTIMATOR
Registration Number:	3722863	EXECUTIVE GENERAL ESTIMATOR
Registration Number:	3715799	GENERAL ESTIMATOR
Registration Number:	3715798	GENERAL ESTIMATOR
Registration Number:	2240744	WET
Registration Number:	2227674	STIMACK CONSTRUCTION COMPANY, INC.
Registration Number:	1698049	INRECON
Registration Number:	2559315	BELFOR
Registration Number:	2351125	RMCAT ENVIRONMENTAL SERVICES, INC.
Registration Number:	4849454	HOODZ
Registration Number:	4730789	ENDURE SWIVEL
Registration Number:	4353477	FROM ROOF-TOP TO COOK-TOP
Registration Number:	3675459	HOODZ
Registration Number:	3641527	HOODZ
Registration Number:	3746784	HOODZ
Registration Number:	4006066	COACH'S CATASTROPHE CLEANING & RESTORATI
Registration Number:	2509780	COACH' S
Registration Number:	5164984	1-800 WATER DAMAGE
Registration Number:	5160158	RESTORING WHAT MATTERS MOST

Property Type	Number	Word Mark
Registration Number:	3688386	1-800 WATER DAMAGE
Registration Number:	3047978	1-800 WATER DAMAGE
Registration Number:	2982370	1-800-WATER DAMAGE

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5073

Email: ksolomon@stblaw.com

Correspondent Name: CORINA MCINTYRE, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/1209

NAME OF SUBMITTER: CORINA MCINTYRE

SIGNATURE: /CM/

DATE SIGNED: 04/04/2019

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2019, entered into by and among BELFOR FRANCHISE GROUP LLC, a Michigan limited liability company, BELFOR USA GROUP INC., a Colorado corporation, BELFOR EUROPE GmbH, a German corporation, BELFOR ENVIRONMENTAL, INC., a Colorado corporation, HOODZ INTERNATIONAL LLC, a Delaware limited liability company, COACH'S RESTORATION LLC, a Delaware limited liability company, and 1 800 WATER DAMAGE INTERNATIONAL, LLC, a Delaware limited liability company (each a "Grantor" and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., as Collateral Agent.

WHEREAS, the Grantors own, or in the case of Trademark Licenses are a party to, the Trademark Collateral (as defined below);

WHEREAS, ASP BF MERGER SUB, INC., a Delaware corporation, BELFOR HOLDINGS, INC., a Delaware corporation (following the consummation of the Acquisition, the "Borrower Representative"), BELFOR USA GROUP, INC., a Colorado Corporation (the "BELFOR USA"), BELFOR EUROPE GMBH, a German corporation (the "German Borrower"), BELFOR (GIBRALTAR) LIMITED, a Gibraltar corporation (the "Gibraltar Borrower"), BELFOR (CANADA) INC., a Canadian corporation, (the "Canadian Borrower" and, together with the Borrower Representative, BELFOR USA, the German Borrower and the Gibraltar Borrower, the "Borrowers"), ASP BF INTERMEDIATE SUB LLC, a Delaware limited liability company ("Holdings"), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and JPMORGAN CHASE BANK, N.A., as Collateral Agent and Administrative Agent, are parties to that certain First Lien Credit Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to (i) that certain First Lien Security Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "First Lien Security Agreement"), among the Borrower Representative, the Borrowers, Holdings, the Grantors (as defined in the First Lien Security Agreement) party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this First Lien Trademark Security Agreement), the Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the First Lien Security Agreement, the Grantors hereby grant to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantors, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantors are a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

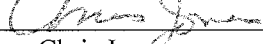
Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the First Lien Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the First Lien Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this First Lien Trademark Security Agreement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this First Lien Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first written above.

BELFOR FRANCHISE GROUP LLC
BELFOR USA GROUP INC.
BELFOR ENVIRONMENTAL, INC.
HOODZ INTERNATIONAL LLC
COACH'S RESTORATION LLC
1 800 WATER DAMAGE INTERNATIONAL, LLC
BELFOR EUROPE GMBH

By: 
Name: Chris Jones
Title: Authorized Signatory

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Jennifer Folsom
Name: Jennifer Folsom
Title: Authorized Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006610 FRAME: 0007

Schedule 1
to First Lien Trademark Security Agreement

TRADEMARKS

Title	Owner	Reg. No./ Serial. No.
O & design	Belfor Franchise Group LLC	5683919
SOAK SYSTEMS & design	Belfor Franchise Group LLC	5621896
COILZ THE COIL CLEANING EXPERTS & design	Belfor Franchise Group LLC	5335527
FRANTEGRITY	Belfor Franchise Group LLC	4251563
DUCTZ	Belfor Franchise Group LLC	3864232
DUCTZ & design	Belfor Franchise Group LLC	3813132
DUCTZ	Belfor Franchise Group LLC	3759740
DESIGN ONLY	Belfor Franchise Group LLC	1698024
DUCTBUSTERS	Belfor Franchise Group LLC	1747443
DESIGN ONLY	Belfor USA Group Inc.	5335477
BAMCOR	Belfor USA Group Inc.	5085544
BAMCOR MACHINERY REBUILDING & REPAIR SPECIALISTS & design	Belfor USA Group Inc.	5072307
SOAK SYSTEMS & design	Belfor USA Group Inc.	4873643
BELFOR PROPERTY RESTORATION	Belfor USA Group Inc.	4803082
BELFOR UNIVERSITY SKILL TECHNOLOGY INTEGRITY EMPATHY LEARN AND DO THE RIGHT THING & design	Belfor USA Group Inc.	4761668
BELFOR UNIVERSITY	Belfor USA Group Inc.	4693633
DRIPLOC	Belfor USA Group Inc.	4601092
DESIGN ONLY	Belfor USA Group Inc.	4601091
RESTORING MORE THAN PROPERTY	Belfor USA Group Inc.	4653461
BELFOR	Belfor USA Group Inc.	4400238
BELFOR	Belfor USA Group Inc.	4400237
RESTORING MORE THAN PROPERTY	Belfor USA Group Inc.	4441471
KOTS FOR KIDS EVERY KID DESERVES A PLACE TO DREAM A BELFOR COMMUNITY CARES CHARITY & design	Belfor USA Group Inc.	4213274
BELFOR CARES & design	Belfor USA Group Inc.	4151305
BELFOR ENVIRONMENTAL & design	Belfor USA Group Inc.	3411615
BELFOR ENVIRONMENTAL & design	Belfor USA Group Inc.	3411593
BELFOR ENVIRONMENTAL	Belfor USA Group Inc.	3479341
BELFOR ENVIRONMENTAL	Belfor USA Group Inc.	3479340
EXECUTIVE GENERAL ESTIMATOR	Belfor USA Group Inc.	3719089
EXECUTIVE GENERAL ESTIMATOR	Belfor USA Group Inc.	3722863
GENERAL ESTIMATOR	Belfor USA Group Inc.	3715799
GENERAL ESTIMATOR	Belfor USA Group Inc.	3715798
WET & design	Belfor USA Group Inc.	2240744
STIMACK CONSTRUCTION COMPANY, INC. & design	Belfor USA Group Inc.	2227674
INRECON	Belfor USA Group Inc.	1698049
RED ALERT & design (International Registration)	Belfor Europe GmbH	3362607

BELFOR & design	Belfor Europe GmbH	2559315
RMCAT ENVIRONMENTAL SERVICES, INC. & design	Belfor Environmental, Inc.	2351125
HOODZ	Hoodz International LLC	4849454
ENDURE SWIVEL	Hoodz International LLC	4730789
FROM ROOF-TOP TO COOK-TOP	Hoodz International LLC	4353477
HOODZ	Hoodz International LLC	3675459
HOODZ	Hoodz International LLC	3641527
HOODZ & design	Hoodz International LLC	3746784
COACH'S CATASTROPHE CLEANING & RESTORATION SERVICES & design	Coach's Restoration LLC	4006066
COACH'S	Coach's Restoration LLC	2509780
1-800 WATER DAMAGE	1 800 Water Damage International, LLC	5164984
RESTORING WHAT MATTERS MOST	1 800 Water Damage International, LLC	5160158
1-800 WATER DAMAGE & design	1 800 Water Damage International, LLC	3688386
1-800 WATER DAMAGE & design	1 800 Water Damage International, LLC	3047978
1-800 WATER DAMAGE	1 800 Water Damage International, LLC	2982370

TRADEMARK LICENSES