

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Belfor Franchise Group LLC		04/04/2019	Limited Liability Company:
Belfor USA Group Inc.		04/04/2019	Corporation:
Belfor Environmental, Inc.		04/04/2019	Corporation:
Hoodz International LLC		04/04/2019	Limited Liability Company:
Coach's Restoration LLC		04/04/2019	Limited Liability Company:
1 800 Water Damage International, LLC		04/04/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 49

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
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

TRADEMARK

Property Type	Number	Word Mark
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:	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
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: 2127288111

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: 2127288000
Email: ipdept@willkie.com
Correspondent Name: Brandon Coyle c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	122951.00032 BRC
NAME OF SUBMITTER:	Brandon R. Coyle
SIGNATURE:	/Brandon R. Coyle/
DATE SIGNED:	04/05/2019

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2019, entered into by and between each of the undersigned grantors (each, a “**Grantor**” and collectively, the “**Grantors**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent.

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

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 (a “**Borrower**” and, together with the Borrower Representative, 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 WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent and Administrative Agent, are parties to that certain Second Lien Credit Agreement, dated as of the date hereof (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 Second Lien Security Agreement, dated as of the date hereof (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Second Lien Security Agreement**”), among the Borrower Representative, the Borrowers, Holdings, the Grantors (as defined in the Second Lien Security Agreement) party thereto and Wilmington Trust, National Association, 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 Second Lien Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Second 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 Second Lien Security Agreement, each Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s 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 such Grantor, 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 such Grantor is 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 Second 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 each Grantor to the Grantee pursuant to the Second Lien Security Agreement. Each Grantor acknowledges and affirms 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 Second 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 Second Lien Trademark Security Agreement and the provisions of the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Grantors have caused this Second 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

By: Chris Jones
Name: Chris Jones
Title: Authorized Signatory

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Andrew Lennon
Title: Banking Officer

Schedule 1
to Second 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
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GENERAL ESTIMATOR	Belfor USA Group Inc.	3715799
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INRECON	Belfor USA Group Inc.	1698049
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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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]