

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520353

|   |   |                       |  |
|---|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | Release of Security Interest recorded at Reel 4559/Frame 0026 |                       |  |
| <b>CONVEYING PARTY DATA</b>   |   |                       |  |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Alpine Investors IV SBIC, LP  |   | 03/01/2016            | Limited Partnership:<br>DELAWARE       |
| Skylight Berkeys, LLC   |   | 03/01/2016            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | Berkeys LLC (formerly B. S. & S. Services, Inc.)              |                       |  |
| <b>Street Address:</b>  | 1070 S. Kimball Avenue  |                       |  |
| <b>City:</b>  | Southlake   |                       |  |
| <b>State/Country:</b>   | TEXAS   |                       |  |
| <b>Postal Code:</b>   | 76092   |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                           |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 3840581   | BERKEYS               |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  | 9494754754  |                       |  |
| <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>   | 949-451-3800  |                       |  |
| <b>Email:</b>   | skann@gibsondunn.com  |                       |  |
| <b>Correspondent Name:</b>  | Stephanie Kann  |                       |  |
| <b>Address Line 1:</b>  | 3161 Michelson Drive  |                       |  |
| <b>Address Line 2:</b>  | Gibson, Dunn & Crutcher LLP                                   |                       |  |
| <b>Address Line 4:</b>  | Irvine, CALIFORNIA 92612                                      |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 98725-00006   |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Stephanie Kann  |                       |  |
| <b>SIGNATURE:</b>   | /stephanie kann/  |                       |  |
| <b>DATE SIGNED:</b>   | 04/23/2019  |                       |  |
| <b>Total Attachments: 6</b>   |   |                       |  |
| source=Redacted Skylight Receipt for Berkeys Notes (2)#page1.tif  |   |                       |  |

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source=Redacted Skylight Receipt for Berkeys Notes (2)#page2.tif  
source=Redacted Skylight Receipt for Berkeys Notes (2)#page3.tif  
source=Redacted Alpine Receipt for Berkeys Notes (2)#page1.tif  
source=Redacted Alpine Receipt for Berkeys Notes (2)#page2.tif  
source=Redacted Alpine Receipt for Berkeys Notes (2)#page3.tif

## RECEIPT

March 1, 2016

Reference is hereby made to (i) the Subordinated Loan Agreement by and between B. S. & S. Services, Inc., a Texas Corporation (“**BS&S**”), New Abacus, LLC, a Delaware limited liability company (“**New Abacus**”), Environmental Conditioning, LLC, a Delaware limited liability company (“**EC**”), V Squared PE, LLC, an Arizona limited liability company (“**V Squared**”), Diversified Marketing Group, LLC, an Arizona limited liability company (“**DMG**”), Alpine Investors IV SBIC, LP, a Delaware limited partnership (“**Alpine**”), Skylight Berkeys, LLC, a Delaware limited partnership (“**Skylight**”), Alan O’Neill (“**O’Neill**”), The Kelly Living Trust (the “**Kelly Trust**”), and Berkeys Holdings, LLC, a Delaware limited liability company (“**Holdings**”) dated as of May 5, 2011, as amended by that certain First Amendment to Subordinated Loan Documents dated as of December 19, 2011, that certain Second Amendment to Subordinated Loan Documents dated as of February 8, 2012, that certain Third Amendment to Subordinated Loan Documents dated as of December 31, 2012, and that certain Fourth Amendment to Subordinated Loan Agreement dated as of May 18, 2015 (the “**Loan Agreement**”), (ii) the Subordinated Promissory Note in the original principal amount of [REDACTED] issued by BS&S in favor of Skylight dated as of May 5, 2011 (“**Note 1**”), (iii) the Second Subordinated Promissory Note (as amended) in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Skylight dated as of February 8, 2012 (“**Note 2**”), (iv) the Second Subordinated Promissory Note (Replacement Note to Effect Transfer) in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Skylight dated as of September 21, 2012 (“**Note 3**”), (v) the Subordinated Promissory Note (Replacement Note to Effect Transfer) in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Skylight dated as of September 21, 2012 (“**Note 4**”), and (vi) the Third Subordinated Promissory Note in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Skylight dated as of December 31, 2012 (“**Note 5**” and together with Note 1, Note 2, Note 3, and Note 4, each individually a “**Note**” and collectively, the “**Notes**”). Effective as of the date hereof, Holdings, BS&S, New Abacus, EC, V Squared, DMG, Alpine Investors (as defined in the Purchase Agreement), Skylight, Collin Hathaway, O’Neill, Paul Kelly, and Wrench Group LLC (“**Purchaser**”) will be entering into that certain Equity Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Purchaser will purchase from Holdings all of Holdings equity interests in BS&S, New Abacus, EC, V Squared, and DMG (the “**Transaction**”). The aggregate outstanding amount of principal and interest due under the Notes as of the date hereof is [REDACTED]. Notwithstanding the actual flow of wire transfers, effective as of the date hereof, (i) Skylight hereby acknowledges receipt and payment of [REDACTED] in full satisfaction of all liabilities, obligations, indebtedness, costs, fees, and expenses owing by BS&S, New Abacus, EC, V Squared, and DMG to Skylight pursuant to the Loan Agreement, Note 1, Note 2, Note 3, Note 4, and Note 5, (ii) Skylight hereby acknowledges and agrees that it shall not have any claims or demands in respect of the Loan Agreement or any Note, in each case against Holdings, BS&S, New Abacus, EC, V Squared, DMG, and any affiliate of the foregoing. Skylight also hereby acknowledges that all liens, security interests, mortgages and encumbrances under the Loan Agreement and the Notes have been irrevocably released, and authorizes (x) Ares Capital Corporation, as administrative agent and collateral agent (in such respective capacities, the “**Agent**”) under that certain Revolving Credit and Term Loan Agreement, dated as of March 1,

2016, by and among Wrench Group Holdings LLC, Wrench Group LLC, the guarantors party thereto, the Agent and the financial institutions party thereto as lenders, or its counsel and (y) any other designee of BS&S, New Abacus, EC, V Squared, or DMG, in each case to file or record any releases, discharges, deeds or termination statements that may be appropriate in order to evidence the release of any liens, security interests, mortgages and encumbrances under the Loan Agreement and the Notes.

*[Signature on Following Page]*

SKYLIGHT BERKEYS, LLC  
Skylight Capital, LLC

By:   
Name: Collin Hathaway  
Title: Managing Member

## RECEIPT

March 1, 2016

Reference is hereby made to (i) the Subordinated Loan Agreement by and between B. S. & S. Services, Inc., a Texas Corporation (“**BS&S**”), New Abacus, LLC, a Delaware limited liability company (“**New Abacus**”), Environmental Conditioning, LLC, a Delaware limited liability company (“**EC**”), V Squared PE, LLC, an Arizona limited liability company (“**V Squared**”), Diversified Marketing Group, LLC, an Arizona limited liability company (“**DMG**”), Alpine Investors IV SBIC, LP, a Delaware limited partnership (“**Alpine**”), Skylight Berkeys, LLC, a Delaware limited partnership (“**Skylight**”), Alan O’Neill (“**O’Neill**”), The Kelly Living Trust (the “**Kelly Trust**”), and Berkeys Holdings, LLC, a Delaware limited liability company (“**Holdings**”) dated as of May 5, 2011, as amended by that certain First Amendment to Subordinated Loan Documents dated as of December 19, 2011, that certain Second Amendment to Subordinated Loan Documents dated as of February 8, 2012, that certain Third Amendment to Subordinated Loan Documents dated as of December 31, 2012, and that certain Fourth Amendment to Subordinated Loan Agreement dated as of May 18, 2015 (the “**Loan Agreement**”), (ii) the Subordinated Promissory Note in the original principal amount of [REDACTED] issued by BS&S in favor of Alpine dated as of May 5, 2011 (“**Note 1**”), (iii) the Second Subordinated Promissory Note (as amended) in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Alpine dated as of February 8, 2012 (“**Note 2**”), (iv) the Second Subordinated Promissory Note (Replacement Note to Effect Transfer) in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Alpine dated as of September 21, 2012 (“**Note 3**”), (v) the Subordinated Promissory Note (Replacement Note to Effect Transfer) in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Alpine dated as of September 21, 2012 (“**Note 4**”), and (vi) the Third Subordinated Promissory Note in the original principal amount of [REDACTED] issued by BS&S and New Abacus in favor of Alpine dated as of December 31, 2012 (“**Note 5**” and together with Note 1, Note 2, Note 3, and Note 4, each individually a “**Note**” and collectively, the “**Notes**”). Effective as of the date hereof, Holdings, BS&S, New Abacus, EC, V Squared, DMG, Alpine Investors (as defined in the Purchase Agreement), Skylight, Collin Hathaway, O’Neill, Paul Kelly, and Wrench Group LLC (“**Purchaser**”) will be entering into that certain Equity Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Purchaser will purchase from Holdings all of Holdings equity interests in BS&S, New Abacus, EC, V Squared, and DMG (the “**Transaction**”). The aggregate outstanding amount of principal and interest due under the Notes as of the date hereof is [REDACTED]. Notwithstanding the actual flow of wire transfers, effective as of the date hereof, (i) Alpine hereby acknowledges receipt and payment of [REDACTED] in full satisfaction of all liabilities, obligations, indebtedness, costs, fees, and expenses owing by Holdings, BS&S, New Abacus, EC, V Squared, and DMG to Alpine pursuant to the Loan Agreement, Note 1, Note 2, Note 3, Note 4, and Note 5, (ii) Alpine hereby acknowledges and agrees that it shall not have any claims or demands in respect of the Loan Agreement or any Note, in each case against Holdings, BS&S, New Abacus, EC, V Squared, DMG, and any affiliate of the foregoing. Alpine also hereby acknowledges that all liens, security interests, mortgages and encumbrances under the Loan Agreement and the Notes have been irrevocably released, and authorizes (x) Ares Capital Corporation, as administrative agent and collateral agent (in such respective capacities, the “**Agent**”) under that certain Revolving Credit and Term Loan Agreement, dated as of March 1,

2016, by and among Wrench Group Holdings LLC, Wrench Group LLC, the guarantors party thereto, the Agent and the financial institutions party thereto as lenders, or its counsel and (y) any other designee of BS&S, New Abacus, EC, V Squared, or DMG, in each case to file or record any releases, discharges, deeds or termination statements that may be appropriate in order to evidence the release of any liens, security interests, mortgages and encumbrances under the Loan Agreement and the Notes.

*[Signature on Following Page]*

**ALPINE INVESTORS IV SBIC, LP**

By: Alpine General Partner IV, LLC

Its Sole Member

By: 

Name: Mark Strauch, Authorized Signer

SIGNATURE PAGE TO RECEIPT

**RECORDED: 04/23/2019**

**TRADEMARK**  
**REEL: 006626 FRAME: 0141**