

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BGIS Global Integrated Solutions Canada GP Ltd.		05/31/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	1615 Brett Road		
Internal Address:	OPS III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5362413	AN INSPIRED FUTURE	
Registration Number:	5254092	AN INSPIRED FUTURE	
Registration Number:	5430827		
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0333		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	05/31/2019		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 31, 2019 (this "Trademark Security Agreement"), among Advisum Corporation, a corporation incorporated under the laws of the Province of Ontario, Arcturus Realty Corporation, a corporation incorporated under the laws of the Province of Ontario, BGIS Energy & Facility Solutions Inc., a corporation incorporated under the laws of the Province of Ontario, BGIS Global Integrated Solutions Canada GP Ltd., a corporation incorporated under the laws of the Province of Ontario (each, a "Grantor") and Citibank, N.A. as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of May 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among BIFM UK Buyer Limited, a private limited company incorporated under the laws of England and Wales, BIFM CA Buyer Inc., incorporated under the laws of the Province of British Columbia (the "Canadian Borrower"), BIFM US Finance LLC, a Delaware limited liability company, BIFM UK Intermediate Limited, a private limited company incorporated under the laws of England and Wales, the Lenders from time to time party thereto including, the Administrative Agent.

Reference is also made to that certain Canadian First Lien Pledge and Security Agreement, dated as of May 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement"), by and among the Canadian Borrower, the Grantors (as defined therein) and the Administrative Agent.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrowers (as defined in the First Lien Credit Agreement) subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Canadian Security Agreement, and if not defined therein, the meanings specified in the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Canadian Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favour of such Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral

include (i) any IP Rights in any United States intent-to-use Trademark application prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Canadian Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

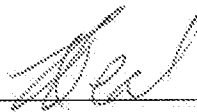
SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.


**BGIS GLOBAL INTEGRATED SOLUTIONS
CANADA GP LTD.**

By: 
Name: Jim Neal
Title: Chief Financial Officer

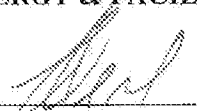
ADVISUM CORPORATION

By: 
Name: Jim Neal
Title: Secretary and Treasurer

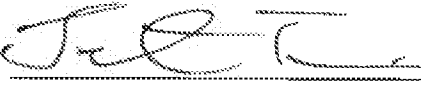
ARCTURUS REALTY CORPORATION

By: 
Name: Jim Neal
Title: Chief Financial Officer

BGIS ENERGY & FACILITY SOLUTIONS INC.

By: 
Name: Jim Neal
Title: Chief Financial Officer

CITIBANK, N.A.,
as Administrative Agent

By: 


Name: Justin Tichauer
Title: Managing Director and Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Advisum Corporation	TMA635706	03/18/2005 (Canada)	ADVISUM
Arcturus Realty Corporation	TMA722132	08/26/2008 (Canada)	ARCTURUS
Arcturus Realty Corporation	TMA722133	08/26/2008 (Canada)	ARCTURUS & Design 
Arcturus Realty Corporation	TMA544471	05/20/1999 (Canada)	BUILDING CONNECT
BGIS Energy & Facility Solutions Inc.	TMA631643	02/01/2005 (Canada)	S-A-S Design 
BGIS Global Integrated Solutions Canada GP Ltd.	TMA938609	05/12/2015 (Canada)	AN INSPIRED FUTURE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA946823	08/19/2008 (Canada)	AN INSPIRED FUTURE & 
BGIS Global Integrated Solutions Canada GP Ltd.	TMA958761	12/22/2016 (Canada)	ARROW DESIGN 
BGIS Global Integrated Solutions Canada GP Ltd.	TMA599794	01/09/2004 (Canada)	BLJC & Design 
BGIS Global Integrated Solutions Canada GP Ltd.	TMA668358	07/20/2006 (Canada)	JUST SAY ROLL

BGIS Global Integrated Solutions Canada GP Ltd.	TMA599026	01/09/2004 (Canada)	MYBUILDING
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598977	01/09/2004 (Canada)	MYLEASE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598929	01/09/2004 (Canada)	MYPROJECT
BGIS Global Integrated Solutions Canada GP Ltd.	TMA590236	12/13/2003 (Canada)	OPTIMIZING YOUR WORKPLACE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA671769	08/31/2006 (Canada)	PORTFOLIO ON DEMAND
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598595	01/06/2004 (Canada)	REALBUDGET
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598468	01/02/2004 (Canada)	REALCONDITION
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598630	01/06/2004 (Canada)	REALDATA
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598526	01/06/2004 (Canada)	REALENERGY
BGIS Global Integrated Solutions Canada GP Ltd.	TMA599042	01/12/2004 (Canada)	REALESQ
BGIS Global Integrated Solutions Canada GP Ltd.	TMA604922	03/11/2004 (Canada)	REALFINANCE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598469	01/02/2004 (Canada)	REALHELP
BGIS Global Integrated Solutions Canada GP Ltd.	TMA599027	01/09/2004 (Canada)	REALLEASE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598568	01/06/2004 (Canada)	REALMAINTENANCE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA1000373	07/06/2018 (Canada)	REALOPTIMIZATION
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598625	01/06/2004 (Canada)	REALPERFORMANCE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA599044	01/12/2004 (Canada)	REALPORTAL
BGIS Global Integrated	TMA599724	01/16/2004	REALPORTFOLIO

Solutions Canada GP Ltd.		(Canada)	
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598478	01/02/2004 (Canada)	REALPROJECT
BGIS Global Integrated Solutions Canada GP Ltd.	TMA604923	03/11/2004 (Canada)	REALPROPERTY
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598551	01/05/2004 (Canada)	REALREPORTS
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598471	01/02/2004 (Canada)	REALRESERVATION
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598626	01/06/2004 (Canada)	REALSLA
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598527	01/05/2004 (Canada)	REALSUITE
BGIS Global Integrated Solutions Canada GP Ltd.	TMA598470	01/02/2004 (Canada)	REALSUPPORT
BGIS Global Integrated Solutions Canada GP Ltd.	TMA748078	09/17/2009 (Canada)	WSI
BGIS Global Integrated Solutions Canada GP Ltd.	TMA748077	09/17/2009 (Canada)	WSI & Design 
BGIS Global Integrated Solutions Canada GP Ltd.	5,362,413	12/26/2017 (US)	AN INSPIRED FUTURE
BGIS Global Integrated Solutions Canada GP Ltd.	5,254,092	08/01/2017 (US)	AN INSPIRED FUTURE & Design
BGIS Global Integrated Solutions Canada GP Ltd.	5,430,827	03/27/2018 (US)	ARROW Design

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
BGIS Global Integrated Solutions Canada GP Ltd.	1874170 87730602	12/20/2017 (Canada) 12/21/2017 (US)	CLEARSITE
BGIS Global Integrated	1805837	10/21/2016	BGIS

Solutions Canada GP Ltd.	87222950	(Canada) 11/01/2016 (US)	
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