

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALACRITY RENOVATION SERVICES, LLC		06/03/2019	Limited Liability Company: DELAWARE
NEXXUS SOLUTIONS GROUP, LLC		06/03/2019	Limited Liability Company: DELAWARE
WORLEY CLAIMS SERVICES, LLC		06/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION		
Street Address:	399 PARK AVE.		
Internal Address:	38TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3293826	ALACNET	
Registration Number:	5006535	ALACRITY	
Registration Number:	5007043	ALACRITY SERVICES	
Registration Number:	4323818	CONTRACTORS@ONCE	
Registration Number:	5358517	FIRE N ICE	
Registration Number:	5125945	RESOLVE	
Registration Number:	5230549	NEXXUS SOLUTIONS GROUP	
Registration Number:	3576946	WORLEY	
Registration Number:	3568182	CERTAINTY IN A WORLD OF RISK	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		

CH \$240.00 3293826

Email:	klathrop@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400
Address Line 2:	C/O KIMBERLEY A. LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	56013.029
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	06/03/2019
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Total Attachments: 7

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS SECOND LIEN CREDIT AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 3, 2019 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN ANTARES CAPITAL LP, AS FIRST LIEN AGENT, AND OWL ROCK CAPITAL CORPORATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2019 (this "Trademark Security Agreement"), is made by Alacrity Renovation Services, LLC, a Delaware limited liability company, Nexxus Solutions Group, LLC, a Delaware limited liability company and Worley Claims Services, LLC, a Delaware limited liability company (collectively, the "Grantors" and each, a "Grantor"), in favor of Owl Rock Capital Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of June 3, 2019 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement"), by and among KWOR Acquisition, Inc., a Delaware corporation (the "Borrower"), KWOR Intermediate II, Inc., a Delaware corporation ("Holdings"), the other Persons party hereto that are designated as a "Credit Party", Owl Rock Capital Corporation, as administrative agent and collateral agent for the several financial institutions from time to time party to this Trademark Security Agreement (collectively, the "Lenders" and individually each a "Lender"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of June 3, 2019 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable, and the rules of construction and other interpretive provisions applicable thereto (including with respect to terms defined in the preamble and recitals hereto), shall apply to this Trademark Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a continuing Lien on and security interest in, all of its rights, titles and interests in, to and under the following Collateral of such Grantor, in each case, whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the term "Trademark Collateral" shall not include the Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 terms of this Trademark Security Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remain Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

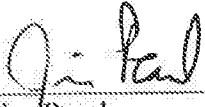
Section 7. Expenses. To the extent the Borrower would be required to do so pursuant to Section 9.5 of the Credit Agreement (whether or not then in effect) or any comparable provisions of any Additional Second Lien Agreement, each Grantor agrees to reimburse the Agent for its expenses in connection with this Trademark Security Agreement, including fees, expenses and other charges and disbursements of counsel for the Agent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALACRITY RENOVATION SERVICES, LLC,
as Grantor

By: 
Name: Jim Pearl
Title: President and Chief Executive Officer

NEXXUS SOLUTIONS GROUP, LLC,
as Grantor

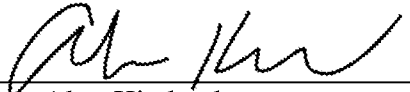
By: 
Name: Jim Pearl
Title: President and Chief Executive Officer

WORLEY CLAIMS SERVICES, LLC,
as Grantor

By: 
Name: Jim Pearl
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

OWL ROCK CAPITAL CORPORATION,
as Agent

By: 
Name: Alan Kirshenbaum
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

Registration No. or Application No.	Registration Date or Application Date	Jurisdiction	Mark	Listed Owner	Status
3293826	09/18/2007	US	AlacNet	Alacriy Renovation Services, LLC	Active
5006535	07/26/2016	US	ALACRITY	Alacriy Renovation Services, LLC	Active
5007043	07/26/2016	US	ALACRITY SERVICES	Alacriy Renovation Services, LLC	Active
4323818	04/23/2013	US	CONTRACTORS@ONCE	Alacriy Renovation Services, LLC	Active

Registration No. or Application No.	Registration Date or Application Date	Jurisdiction	Mark	Listed Owner	Status
5358517	12/19/2018	US	FIRE NICE	Alacrity Renovation Services, LLC	Active
5125945	01/17/2017	US	RESOLVE	Alacrity Renovation Services, LLC	Active
5230549	06/27/2017	US	NEXXUS SOLUTIONS GROUP	Nexus Solutions Group, LLC	Active
3576946	02/17/2009	US		Worley Claims Services, LLC	Active
3568182	01/27/2009	US	CERTAINTY IN A WORLD OF RISK	Worley Claims Services, LLC	Active

2. TRADEMARK APPLICATIONS

N/A