

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526633

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	Corporation DELAWARE Limited Liability Company
Nexus 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:	Antares Capital, L.P., as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60660		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3568182	CERTAINTY IN A WORLD OF RISK	
Registration Number:	3576946	WORLEY	
Registration Number:	5230549	NEXXUS SOLUTIONS GROUP	
Registration Number:	5125945	RESOLVE	
Registration Number:	5358517	FIRE N ICE	
Registration Number:	4323818	CONTRACTORS@ONCE	
Registration Number:	5007043	ALACRITY SERVICES	
Registration Number:	5006535	ALACRITY	
Registration Number:	3293826	ALACNET	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nicolef@agilelegal.com		
Correspondent Name:	Doris Ka, Senior Paralegal		

OP \$240.00 3568182

Address Line 1:	80 Pine St
Address Line 2:	Cahill, Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Nicole M Fulton
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SIGNATURE:	/nicole m fulton/
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DATE SIGNED:	06/05/2019
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Total Attachments: 8

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Alacrity Renovation Services, LLC
Limited Liability Company - Delaware, USA
2. Nexxus Solutions Group, LLC
Limited Liability Company - Delaware, USA
3. Worley Claims Services, LLC
Limited Liability Company - Delaware, USA

☐ Corporation- State: _____

☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 3, 2019

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Security Agreement (First Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Antares Capital, L.P., as Agent

Street Address: 500 West Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60661

☐ Individual(s) Citizenship _____

☐ Association Citizenship _____

☐ Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 31031.0232 (1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 

Signature

June 3, 2019

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 006668 FRAME: 0306**

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST 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 Antares Capital LP (“Antares”), 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).

W I T N E S S E T H:

WHEREAS, pursuant to the First 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”, Antares Capital LP, 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 and the L/C Issuers 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 First 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 First 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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. Grantors 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 First 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:

ANTARES CAPITAL LP, as First Lien Agent

By: 
Name: _____
Title: Duly Authorized Signatory

SCHEDULE I
TO
FIRST 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	Alacrity Renovation Services, LLC	Active
5006535	07/26/2016	US	ALACRITY	Alacrity Renovation Services, LLC	Active
5007043	07/26/2016	US	ALACRITY SERVICES	Alacrity Renovation Services, LLC	Active
4323818	04/23/2013	US	CONTRACTORS@ONCE	Alacrity 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 N ICE	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