

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Groundworks, LLC		07/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	201 N. Tryon St., 17th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5605698	GROUNDWORKS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	07/12/2019		
Total Attachments: 5			
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OP \$40.00 5605698

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 12, 2019, by Groundworks, LLC, a Delaware limited liability company (the “Grantor”), in favor of Fifth Third Bank, in its capacity as Administrative Agent on behalf of the Secured Parties pursuant to the Credit Agreement (as defined in the Security Agreement) (in such capacity, the “Administrative Agent”).

WITNESSETH:

Whereas, the Grantor is party to a Security and Pledge Agreement dated as of July 12, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent for the benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (but not including in any case any Excluded Property):

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill exclusively symbolized thereby; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in, and without limiting, clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not attach to, and the term “Collateral” shall not include, any applications for trademarks or service marks filed in the United States Patent and Trademark Office (“USPTO”) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to and accepted by the USPTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) or any other intellectual property if the grant of a security interest therein would result in the invalidation thereof or of the Grantor’s interest therein.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

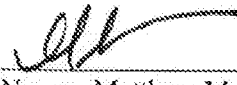
Section 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations not yet accrued and payable) and termination of the Security Agreement (or, otherwise, release of the Liens created by this Trademark Security Agreement as permitted by the Loan Documents), the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral (or a portion thereof) under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Section 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

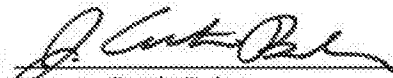
Very truly yours,

GROUNDWORKS, LLC

By: 
Name: Matthew Malone
Title: Chief Executive Officer

Acknowledged and Accepted:

FIFTH THIRD BANK,
as the Administrative Agent

By: 
Name: Curtis Baker
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006693 FRAME: 0211

Schedule I

Owner's Name	Serial Number	Registration Number	Mark	Filing Date	Registration Date
Groundworks, LLC	87833576	5605698	Groundworks	March 14, 2018	November 13, 2018