

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian Certified Homes, LLC		07/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Boulevard, Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4907377	THIS HOME INSPECTED UNDER THE GUARDIAN C	
Registration Number:	4921112	GUARDIAN CERTIFIED	
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@hklaw.com, ashley.ingraham@hklaw.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:	07/29/2019		
Total Attachments: 5			
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OP \$65.00 4907377

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 29, 2019, by the undersigned (“Grantor”), in favor of CADENCE BANK, N.A., as agent for the Lenders (in such capacities, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), dated as of July 29, 2019 and entered into among DPIS ENGINEERING, LLC, a Delaware limited liability company (“Borrower”), SMC BUILDER SERVICES HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties from time to time party thereto, the financial institutions which are now or which hereafter become a party thereto as a lender (the “Lenders”), and Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the other Lenders, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section

1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

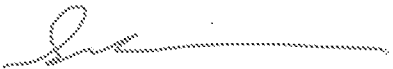
6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.11, 10.14 AND 10.15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

GUARDIAN CERTIFIED HOMES, LLC

By: 
Name: Scott R. Rivard
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

CADENCE BANK, N.A.,
as Agent

By: 

Name: Ronald K. Baker

Title: Executive Vice President

[Signature Page]

Trademark Security Agreement

#69202780

TRADEMARK
REEL: 006705 FRAME: 0858

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner's Name	Registration Number	Registration Date	Serial Number	Filing Date	Mark	Status
Guardian Certified Homes, LLC	4,907,377	March 01, 2016	86541629	February 20, 2015		Registered
Guardian Certified Homes, LLC	4,921,112	March 22, 2016	86541634	February 20, 2015	GUARDIAN CERTIFIED	Registered

[Schedule I]
Trademark Security Agreement

#69202780_v4

RECORDED: 07/29/2019

TRADEMARK
REEL: 006705 FRAME: 0859