

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
nfrastructure Technologies, LLC		07/30/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Commercial Distribution Finance, LLC		
<b>Street Address:</b>	200 Windy Ridge Parkway, Suite 700		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5253835	NTERPRISE	
<b>Registration Number:</b>	5673719	ZONES NFRASTRUCTURE	
<b>Registration Number:</b>	5665711	ZONES NFRASTRUCTURE	
<b>Registration Number:</b>	5673718	ZONES NFRASTRUCTURE, THE SERVICES COMPAN	
<b>Registration Number:</b>	5665708	ZONES NFRASTRUCTURE, THE SERVICES COMPAN	
<b>Registration Number:</b>	5678677	ZONES NFRASTRUCTURE THE SERVICES COMPANY	
<b>Registration Number:</b>	5678676	ZONES NFRASTRUCTURE THE SERVICES COMPANY	
<b>Serial Number:</b>	87948780	NTERPRISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146121389		
<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>			
<b>Phone:</b>	314-444-1389		
<b>Email:</b>	jlanciault@lewisrice.com		
<b>Correspondent Name:</b>	Justine Lanciault		
<b>Address Line 1:</b>	600 Washington Ave., Ste. 2500		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Justine Lanciault		
<b>SIGNATURE:</b>	/Justine Lanciault/		

OP \$215.00 5253835

<b>DATE SIGNED:</b>	07/31/2019
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of July 30, 2019, and is by nrastructure Technologies, LLC, a Delaware limited liability company ("Grantor"), in favor of Wells Fargo Commercial Distribution Finance, LLC, as administrative agent for itself and the other Lenders ("Administrative Agent").

### RECITALS

A. Grantor and the other Borrowers, the Administrative Agent and Lenders have entered into an Amended and Restated Credit Agreement dated as of October 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Grantor.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Administrative Agent a continuing Security Interest and lien in all of its Intellectual Property, including all Trademarks (including all trademarks, trademark applications and trademark licenses, and all products and proceeds thereof), to secure the payment and performance of the Loan Obligations.

C. Pursuant to the Credit Agreement and the Loan Documents, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement or if not defined therein as defined in the other Loan Documents.

### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively referred to as the "Trademark Collateral") to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to

use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.


This Security Interest and lien is granted in conjunction with the Security Interests and liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

*[signature page follows]*

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Infrastructure Technologies, LLC, a Delaware limited liability company

By: Zones, LLC, its sole member

By:   
Print Name: RONALD M. FADDEN  
Title: CEO

Acknowledged:

Wells Fargo Commercial Distribution Finance, LLC, as Administrative Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Infrastructure Technologies, LLC, a Delaware limited liability company

By: Zones, LLC, its sole member

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged:

Wells Fargo Commercial Distribution Finance, LLC, as Administrative Agent

By:  \_\_\_\_\_




Print Name: Ehab Hara

Title: Duly Authorized Signatory


SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

**Registered Trademarks**

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Country
	Reg. No. 5253835	08/01/2017	United States of America
Zones nfrastructure	Reg. No. 5673719	02/12/2019	United States of America
Zones nfrastructure	Reg. No. 5665711	01/29/2019	United States of America
Zones nfrastructure, the Services Company of Zones	Reg. No. 5673718	02/12/2019	United States of America
Zones nfrastructure, the Services Company of Zones	Reg. No. 5665708	01/29/2019	United States of America
	Reg. No. 5678677	02/19/2019	United States of America
	Reg. No. 5678676	02/19/2019	United States of America

**Pending Trademark Applications**

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Country
	Serial No. 87948780	06/05/2018	United States of America

**Trademark Licenses**

- None