

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACKMON-MOORING SERVICES, LTD.		09/30/2019	Limited Partnership: TEXAS
BMS CAT, LLC	FORMERLY BMS Cat, Inc.	09/30/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as collateral agent		
Street Address:	14241 Dallas Parkway		
Internal Address:	Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3611211	BLACKMON MOORING	
Registration Number:	3614749	BMS CAT	
Registration Number:	4429888	BRINGING YOU BACK TO WHERE YOU BELONG	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1135923		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		

OP \$90.00 3611211

DATE SIGNED:	10/01/2019
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Total Attachments: 10

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), dated as of September 30, 2019, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and Wells Fargo Bank, National Association, as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BMS Holdings III, Corp., a Delaware corporation (the “**Borrower**”), has entered into the Revolving Credit Agreement, dated as of September 30, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with each other Borrower from time to time party thereto, BMS Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent, as Collateral Agent, as Swing Line Lender and as an L/C Lender.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the making of L/C Credit Extensions by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into any Secured Cash Management Agreements by any relevant Cash Management Bank from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated as of September 30, 2019 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(i) all Patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the Patents and Patent applications set forth in Schedule A hereto;

(ii) all Trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment

to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all Copyrights, including, without limitation, Copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the Copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered Copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (viii), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of

such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including email, telegraphic, teletype or telex communication or facsimile transmission) and mailed, emailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Lead Borrower at the Lead Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, at its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier or other electronic method of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent on the Term Priority Collateral (as defined in the Closing Date Intercreditor Agreement referred to below) pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Term Secured Parties (as defined in the Closing Date Intercreditor Agreement referred to below) on the Term Priority Collateral and (ii) the exercise of any right or remedy by the Collateral Agent hereunder with respect to the Term Priority Collateral is subject to the limitations and provisions contained in the Closing Date Intercreditor Agreement dated as of September 30, 2019 (as amended, amended and restated, extended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "**Closing Date Intercreditor Agreement**"), among TCG Senior Funding L.L.C., as Representative for the Initial Term

Secured Parties, Wells Fargo Bank, National Association, as Representative for the ABL Secured Parties, the Borrower, Holdings, the other grantors party thereto and each other representative from time to time party thereto. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the Closing Date Intercreditor Agreement shall govern.

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

Grantors:

BLACKMON-MOORING SERVICES, LTD.

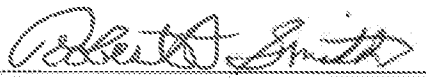
By: BMS Services Company, LLC
its General Partner

By: 
Name: Robert D. Smith
Title: Treasurer and Secretary

BMS CAT, LLC (f/k/a BMS Cat, Inc.)

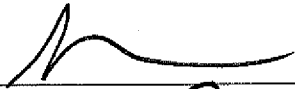
By: 
Name: Robert D. Smith
Title: Treasurer and Secretary

BMS CATASTROPHE, LLC
(f/k/a BMS Catastrophe International, Inc.)

By: 
Name: Robert D. Smith
Title: Treasurer and Secretary

[Signature Page to Intellectual Property Security Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: S.N. Thomas
Title: Director



Schedule A

Patents

None.

Schedule B

Trademarks

Mark	Country	Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	United States of America	Blackmon Mooring Services, Ltd.	77422077	March 14, 2008	3611211	April 28, 2009
	United States of America	BMS Cat, LLC	77421988	March 14, 2008	3614749	May 5, 2009
BRINGING YOU BACK TO WHERE YOU BELONG	United States of America	Blackmon Mooring Services, Ltd.	85757777	October 18, 2012	4429888	November 5, 2013

Schedule C

Copyrights

COPYRIGHT TITLE	REGISTRATION NO.	REGISTRATION DATE	REGISTERED OWNER
Indoor environmental services qualifications / prepared by Bill Blackmon.	TX 0003058881	January 2, 1991	BMS Catastrophe, LLC (formerly known as Blackmon Mooring Steamatic Catastrophe, Inc.)
Blackmon-Mooring- Steamatic Catastrophe: training manual outline.	TX 0001180217	July 5, 1983	BMS Catastrophe, LLC (formerly known as Blackmon Mooring Steamatic Catastrophe, Inc.)
Fire catastrophe preparedness.	TX 0000948469	June 28, 1982	BMS Catastrophe, LLC (formerly known as Blackmon Mooring Steamatic Catastrophe, Inc.)

Schedule D

Agreements, permits, consents, orders and franchises

None.