

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USA DeBusk LLC		10/22/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES, LLC		
Street Address:	810 7th Avenue, 26th Floor		
Internal Address:	Attn: Brightwood Infrastructure		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5501865	UD USADEBUSK	
Registration Number:	5501863	USA DEBUSK	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	21496925741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	694739.0031		
NAME OF SUBMITTER:	Brenda Love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	11/07/2019		
Total Attachments: 5			
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EXECUTION VERSION

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of October 22, 2019, (this “**Agreement**”), among USA DeBusk LLC, a Texas limited liability company (the “**Grantor**”), and BRIGHTWOOD LOAN SERVICES, LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among DEBUSK HOLDINGS LLC, a Delaware limited liability company (“**Holdings**”), Grantor, the subsidiaries of the Grantor from time to time party thereto and the Collateral Agent, and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, Holdings, the other Guarantors from time to time party thereto, BRIGHTWOOD LOAN SERVICES, LLC, as Administrative Agent and Collateral Agent and each lender from time to time party thereto (collectively, the “**Lenders**”). The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend the credit pursuant to the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor pursuant to the Security Agreement has granted, and hereby grants, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I. Notwithstanding anything herein to the contrary, the following assets shall be excluded from the Trademark Collateral: any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law; and

(b) all goodwill associated with or symbolized by the Trademarks.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and

provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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USA DEBUSK LLC,
as the Grantor


By: _____



Patrick A. DeBusk
President

Signature Page to Trademark Security Agreement

TRADEMARK
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BRIGHTWOOD LOAN SERVICES, LLC,
as Collateral Agent

By: 
Name: Damien Dwin
Title: Authorized Person

By: 
Name: Phil Daniele
Title: Chief Risk Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006790 FRAME: 0878

Schedule I

United States Trademarks and Trademark Applications

Word Mark	Mark Drawing Code	Serial No.	US Registration No.	Registration Date	Owner	Type of Mark	Status
UD USADEBUSK	(3) Design plus words, letters, and/or numbers	87675043	5501865	June 26, 2018	USA DeBusk LLC	Service Mark	Live
USA DEBUSK	(4) Standard character mark	87675036	5501863	June 26, 2018	USA DeBusk LLC	Service Mark	Live