

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Varsity Contractors, Inc.		11/07/2019	Corporation: IDAHO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86675854	REAL RELIABILITY REAL RESPONSE REAL REDU	
<b>Registration Number:</b>	5153627	REAL RELIABILITY REAL RESPONSE REAL REDU	
<b>Registration Number:</b>	3613780	JANOPS	
<b>Registration Number:</b>	3523416	VARSITY	
<b>Registration Number:</b>	4042284	JANOPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Al Lucia		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	43082-091		
<b>NAME OF SUBMITTER:</b>	Al Lucia		
<b>SIGNATURE:</b>	/Al Lucia/		
<b>DATE SIGNED:</b>	11/08/2019		

CH \$140.00 86675854

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 7, 2019, is made by Varsity Contractors, Inc. ("Grantor"), in favor of Cortland Capital Market Services LLC ("Cortland"), as collateral agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement, dated as of November 7, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, immediately prior to the Closing Date Assumption, Kraken Acquisition Corp., a Delaware corporation ("Initial Holdings"), and Kraken MergerSub LLC, a Delaware limited liability company (the "Initial Borrower"), and, after the Closing Date Assumption, KKBS Group Holdings LLC, a Delaware limited liability company ("Holdings") and Kellermeyer Bergensons Services, LLC, a Delaware limited liability company (the "Company"), Ally Bank, as Swing Line Lender and L/C Issuer, the other Lenders and L/C Issuers from time to time party thereto, Cortland as administrative agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swing Line Lender to make the Swing Line Loans and the L/C Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Initial Borrower, the Company and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of November 7, 2019 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swing Line Lender to make the Swing Line Loans and the L/C Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Secured Parties or Affiliates of Secured Parties to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Company and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

**1. DEFINITIONS. UNLESS OTHERWISE DEFINED HEREIN OR THE CONTEXT OTHERWISE REQUIRES, TERMS USED IN THIS AGREEMENT, INCLUDING ITS PREAMBLE AND RECITALS, HAVE THE MEANINGS PROVIDED OR PROVIDED BY REFERENCE IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT.**

**2. GRANT OF SECURITY INTEREST. GRANTOR HEREBY GRANTS A LIEN ON AND SECURITY INTEREST IN ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE TRADEMARKS (INCLUDING, WITHOUT**

LIMITATION, THOSE ITEMS LISTED ON SCHEDULE A HERETO), AND ALL RIGHTS, PRIORITIES AND PRIVILEGES RELATED THERETO AND ALL RIGHTS TO SUE AT LAW OR IN EQUITY OR OTHERWISE RECOVER FOR ANY PAST, PRESENT OR FUTURE INFRINGEMENT, MISAPPROPRIATION, DILUTION OR OTHER VIOLATION THEREOF, INCLUDING THE RIGHT TO RECEIVE ALL PROCEEDS THEREFROM (COLLECTIVELY, THE "COLLATERAL"), TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES AS COLLATERAL SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE (WHETHER AT THE STATED MATURITY, BY ACCELERATION OR OTHERWISE) OF THE OBLIGATIONS; PROVIDED THAT, APPLICATIONS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE TO REGISTER TRADEMARKS OR SERVICE MARKS ON THE BASIS OF GRANTOR'S "INTENT TO USE" SUCH TRADEMARKS OR SERVICE MARKS ARE EXCLUDED FROM THE COLLATERAL UNLESS AND UNTIL AN AMENDMENT TO ALLEGE USE OR A STATEMENT OF USE HAS BEEN FILED AND ACCEPTED UNDER 15 U.S.C. §1051 BY THE UNITED STATES PATENT AND TRADEMARK OFFICE, WHEREUPON SUCH APPLICATION SHALL BE AUTOMATICALLY SUBJECT TO THE SECURITY INTEREST GRANTED HEREIN AND DEEMED TO BE INCLUDED IN THE COLLATERAL.

3. PURPOSE. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED BY GRANTOR FOR THE PURPOSE OF RECORDING THE GRANT OF SECURITY INTEREST HEREIN WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. THE SECURITY INTEREST GRANTED HEREBY HAS BEEN GRANTED TO THE SECURED PARTIES IN CONNECTION WITH THE SECURITY AGREEMENT AND IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS THEREOF. THE SECURITY AGREEMENT (AND ALL RIGHTS AND REMEDIES OF THE SECURED PARTIES THEREUNDER) SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS.

4. ACKNOWLEDGMENT. GRANTOR DOES HEREBY FURTHER ACKNOWLEDGE AND AFFIRM THAT THE RIGHTS AND REMEDIES OF THE SECURED PARTIES WITH RESPECT TO THE SECURITY INTEREST IN THE COLLATERAL GRANTED HEREBY ARE MORE FULLY SET FORTH IN THE CREDIT AGREEMENT AND THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH (INCLUDING THE REMEDIES PROVIDED FOR THEREIN) ARE INCORPORATED BY REFERENCE HEREIN AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE SECURITY AGREEMENT, THE TERMS OF THE SECURITY AGREEMENT SHALL GOVERN.

5. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER CONSTITUTE ONE AND THE SAME ORIGINAL.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

\* \* \*


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**VARSITY CONTRACTORS, INC.,**  
as Grantor

By:   
Name: Mark Minasian  
Title: Chief Executive Officer

**CORTLAND CAPITAL MARKET SERVICES  
LLC, as Collateral Agent**

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

For Trademarks:

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Varsity Contractors, Inc.	86/675854		REAL RELIABILITY REAL RESPONSE REAL REDUCTION RRR & design
Varsity Contractors, Inc.		5153627	REAL RELIABILITY REAL RESPONSE REAL REDUCTION RRR & design
Varsity Contractors, Inc.		3613780	JANOPS
Varsity Contractors, Inc.		3523416	VARSITY
Varsity Contractors, Inc.		4042284	JANOPS

**Material Inbound Exclusive Licenses in U.S. Trademarks**

None