

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562903

<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>
New Restoration and Recovery Services, LLC		12/12/2019	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Rd.		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88587366	ROOT FOR NATURE	
<b>Serial Number:</b>	88587362	AQUALIS STORMWATER MANAGEMENT	
<b>Serial Number:</b>	88587358	AQUALIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 S. Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	02/20/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

### (Trademark)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 12, 2019, between the New Restoration and Recovery Services, LLC, a North Carolina limited liability company (the "Debtor") and Comerica Bank ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of December 12, 2019 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Restoration and Recovery Holdings, Inc., a Delaware corporation, Debtor and Secured Party, Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make the Loans and to provide for the issuance of Letters of Credit (each as defined in the Credit Agreement) for the account of the Borrower;

B. WHEREAS, in connection with the Credit Agreement, Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to Secured Party (as amended, restated or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of any Loans under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to further confirm the grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce Secured Party to make the Loans to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

SECTION 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 in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule A** hereto and made a part hereof (if any), subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule A** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade original renewals of any of the items described in clauses (a) and (b);

(c) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule A** attached hereto and made a part hereof (if any), subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b), (c) and (d);

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License, including any Trademark or Trademark License referred to in **Schedule A** attached hereto (if any), or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark License.

Notwithstanding the foregoing, Debtor does not grant a security interest in any Trademark Excluded Property, and the term "Trademark Collateral" shall not include any Trademark Excluded Property. "Trademark Excluded Property" means, collectively, (i) any "intent to use" Trademark applications for which a statement of use has not been filed (but only (A) until such statement is filed and (B) to the extent the granting of a security interest in such application would invalidate such application) and (ii) any other Excluded Property (as such term is defined in the Security Agreement).

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are in conjunction with the security interest granted to Bank under 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.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Governing Law. This Agreement shall be interpreted and the rights of the parties hereunder shall be determined under the laws of, and enforceable in, the State of Michigan.

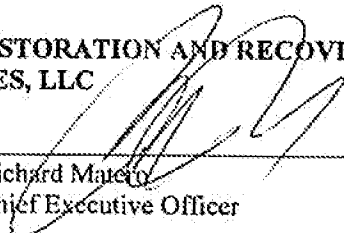
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto 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.

DEBTOR:

**NEW RESTORATION AND RECOVERY  
SERVICES, LLC**

By:   
Name: Richard Mateo  
Title: Chief Executive Officer

SECURED PARTY:

**COMERICA BANK**

By: \_\_\_\_\_  
Name: Patrick C. Snow  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto 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.

DEBTOR:

**NEW RESTORATION AND RECOVERY  
SERVICES, LLC**

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

Name: Richard Matero

Title: Chief Executive Officer

SECURED PARTY:

**COMERICA BANK**

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

Name: Patrick C. Snow

Title: Vice President

**SCHEDULE A**

**TRADEMARK COLLATERAL**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
ROOT FOR NATURE	88/587366	8/21/19	n/a	n/a	New Restoration and Recovery Services, LLC
AQUALIS STORMWATER MANAGEMENT	88/587362	8/21/19	n/a	n/a	New Restoration and Recovery Services, LLC
AQUALIS	88/587358	8/21/19	n/a	n/a	New Restoration and Recovery Services, LLC