

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Divisions, Inc. (d/b/a Divisions Maintenance Group)		08/14/2020	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90049566	DIVISIONS MAINTENANCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0143		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	08/14/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated as of August 14, 2020, is made by DIVISIONS, INC. (d/b/a DIVISIONS MAINTENANCE GROUP) ("Grantor") in favor of ARES CAPITAL CORPORATION, as Administrative Agent (in such capacity, "Administrative Agent").

WHEREAS, Grantor is a party to that certain Security Agreement dated as of August 14, 2020 ("Security Agreement"), among Grantor, the other grantor parties thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein and defined, directly or by reference, in the Security Agreement shall have the meaning given to them, directly or by reference, in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

To secure the prompt and complete payment and performance when due of the Secured Obligations, including all renewals, extensions, restructurings, refinancings and modifications of any or all of the Secured Obligations, Grantor hereby grants to Administrative Agent (except to the extent in violation of any applicable requirement of law), for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor's right, title and interest in and to:

- (i) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers and design (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any similar office or agency of the United States, or any state thereof, or any other country or any political subdivision thereof ("Trademarks"), including those listed on Schedule A hereto;
- (ii) all renewals thereof;
- (iii) all goodwill associated with or symbolized by any of the foregoing;
- (iv) the right to sue for past, present, and future infringement of the foregoing;
- (v) the right to receive all proceeds and damages from claims of infringement of the foregoing against third parties;
- (vi) all other rights, priorities and privileges arising thereunder or related thereto (collectively with the Trademarks, the "Trademark Collateral");

provided, that the Trademark Collateral shall not include any “intent to use” Trademark applications for which a statement-of-use or amendment-to-allege-use has not been filed and accepted (but only until such statement or amendment is filed and accepted).

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated 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.

SECTION 4. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Trademark Security Agreement may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIVISIONS, INC. (d/b/a Divisions Maintenance Group), as a Grantor

By: 

Name: Gary B. Mitchell

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007021 FRAME: 0944

ACKNOWLEDGED:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: *Josh Bloomstein*

Name: Joshua Bloomstein
Title: Authorized Signatory

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS:

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Reg. Date	Status	Current Owner of Record
DIVISIONS MAINTENANCE GROUP	USA	90049566 July 13, 2020	N/A	Pending	Divisions Maintenance Group