

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foundation Software, LLC		08/31/2020	Limited Liability Company: OHIO
Foundation Construction Payroll Service, LLC		08/31/2020	Limited Liability Company: OHIO
Just4Construction.com, LLC		08/31/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Goldman Sachs Private Middle Market Credit II LLC		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5608948	BOOKKEEPING4CONSTRUCTION.COM	
Registration Number:	5608946	BOOKKEEPING4CONSTRUCTION.COM	
Registration Number:	5180906	FOUNDATION SAAS	
Registration Number:	5143723	SERVICE DISPATCH MOBILE	
Registration Number:	4976791	FOUNDATION SOFTWARE	
Registration Number:	4171257	FOUNDATION MOBILE	
Registration Number:	3872391	FOUNDATION SOFTWARE	
Registration Number:	3846773	AMERICA'S #1 CONSTRUCTION ACCOUNTING SOF	
Registration Number:	2644285	FOUNDATION	
Registration Number:	4943352	THE #1 PAYROLL SERVICE FOR CONTRACTORS	
Registration Number:	4138314	PAYROLL4CONSTRUCTION.COM	
Registration Number:	4045315	PAYROLL4CONSTRUCTION.COM	
Serial Number:	88839258	PROJECTHQ	
CORRESPONDENCE DATA			

CH \$340.00 5608948

Fax Number: 2165790212

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.

Phone: 216-586-3939

Email: cartigas@jonesday.com, samieyal@jonesday.com,
pcyngier@jonesday.com

Correspondent Name: Carine Artigas/Jones Day

Address Line 1: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	916074-865007
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NAME OF SUBMITTER:	CARINE ARTIGAS
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SIGNATURE:	/CARINE ARTIGAS/
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DATE SIGNED:	08/31/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent for the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, Foundation Software, LLC, an Ohio limited liability company, Foundation Construction Payroll Service, LLC, an Ohio limited liability company, Just4Construction.com, LLC, an Ohio limited liability company, and certain other Grantors are party to the Security Agreement, dated as of August 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now or hereafter owned by a Grantor, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks owned by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;
- (ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise

has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

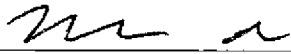
SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

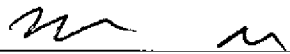
[Signature Pages Follow]

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

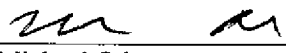
FOUNDATION SOFTWARE, LLC,
an Ohio limited liability company,
as Grantor

By: 
Name: Michael Ode
Title: Chief Executive Officer

**FOUNDATION CONSTRUCTION PAYROLL
SERVICE, LLC,**
an Ohio limited liability company,
as Grantor

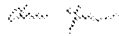
By: 
Name: Michael Ode
Title: Chief Executive Officer

JUST4CONSTRUCTION.COM, LLC,
an Ohio limited liability company,
as Grantor

By: 
Name: Michael Ode
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**GOLDMAN SACHS PRIVATE MIDDLE MARKET
CREDIT II LLC, as Collateral Agent**



By: _____

Name: David Yu

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<i>Trademark</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Grantor</i>
BOOKKEEPING4CONSTRUCTION.COM (Stylized)	87947595	5608948	Foundation Software, LLC
BOOKKEEPING4CONSTRUCTION.COM	87947002	5608946	Foundation Software, LLC
FOUNDATION SAAS	87151695	5180906	Foundation Software, LLC
SERVICE DISPATCH MOBILE	87158068	5143723	Foundation Software, LLC
FOUNDATION SOFTWARE	86762564	4976791	Foundation Software, LLC
FOUNDATION MOBILE	85469638	4171257	Foundation Software, LLC
FOUNDATION SOFTWARE (Stylized & Design)	77892493	3872391	Foundation Software, LLC
AMERICA'S #1 CONSTRUCTION ACCOUNTING SOFTWARE	77858105	3846773	Foundation Software, LLC
FOUNDATION	76265697	2644285	Foundation Software, LLC
THE #1 PAYROLL SERVICE FOR CONTRACTORS	86762611	4943352	Foundation Construction Payroll Service
PAYROLL4CONSTRUCTION.COM (Stylized)	85412712	4138314	Foundation Construction Payroll Service
PAYROLL4CONSTRUCTION.COM	85282806	4045315	Foundation Construction Payroll Service
PROJECT HQ	88839258	—	Just4Construction.com