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ETAS ID: TM603107

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MARC JONES CONSTRUCTION, L.L.C.		10/15/2020	Limited Liability Company: LOUISIANA

### **RECEIVING PARTY DATA**

Name:	MGG INVESTMENT GROUP LP		
Street Address:	One Penn Plaza		
Internal Address:	53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Limited Partnership: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5524756	SUNPRO
Registration Number:	5524762	BUILDPRO

### **CORRESPONDENCE DATA**

**Fax Number:** 3105572193

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:** 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	47057.024
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/

**DATE SIGNED:** 10/15/2020

**Total Attachments: 4** 

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### ASSIGNMENT FOR SECURITY – TRADEMARKS

This **ASSIGNMENT FOR SECURITY – TRADEMARKS** (this "<u>Assignment</u>"), is made as of October 15, 2020, by Marc Jones Construction, L.L.C., a Louisiana limited liability company (the "<u>Assignor</u>"), in favor of MGG Investment Group LP, in its capacity as Collateral Agent for itself and certain lenders (together with its successors and assigns in such capacity, if any, the "<u>Assignee</u>"). Capitalized terms used but not otherwise defined in this Assignment have the meanings given to them in the Security Agreement.

**WHEREAS**, the Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

**WHEREAS**, the Assignor has entered into that certain Pledge and Security Agreement, dated October 15, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

## **ASSIGNOR:**

MARC JONES CONSTRUCTION, L.L.C.

By:

Name: John D. Huhn Title: Vice President

[Signature Page to Assignment for Security - Trademarks]

# ACKNOWLEDGED AND AGREED:

MGG INVESTMENT GROUP LP,

as Collateral Agent

By: MGG GP LLQ, is general partner

By;

Name; Kevin Griffin

Title: Chief Executive Officer

# SCHEDULE A TO ASSIGNMENT FOR SECURITY

Description	Country	Application / Registration No.	Owner	Issue Dates
SUNPRO	United States	5,524,756	Marc Jones Construction, L.L.C.	July 24, 2018
BUILDPRO	United States	5,524,762	Marc Jones Construction, L.L.C.	July 24, 2018

**RECORDED: 10/15/2020**