

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605279

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keller Group, LLC (as Successor in Interest to Keller Group, Incorporated)		10/26/2020	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation, as Administrative Agent
Street Address:	399 Park Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86649227	ZNEXT
Serial Number:	86399832	KELLER E.Z
Serial Number:	77486262	THERMOFIT
Serial Number:	78756042	CLEAR450
Serial Number:	75453215	CRYSTAL CLEAR
Serial Number:	73572201	KELLER
Serial Number:	76302716	SOLOPONTIC
Serial Number:	75236295	MEDISOFT

CORRESPONDENCE DATA

Fax Number:

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: 2123186000
 Email: jacoblimaldi@paulhastings.com
 Correspondent Name: Jacob Limaldi
 Address Line 1: 200 Park Avenue
 Address Line 2: Floor 26
 Address Line 4: New York, NEW YORK 10166

TRADEMARK

NAME OF SUBMITTER:	Jacob Limaldi
SIGNATURE:	/s/ Jacob Limaldi
DATE SIGNED:	10/27/2020
Total Attachments: 5 source=Barracuda - Trademark Security Agreement (Keller Group, LLC)#page1.tif source=Barracuda - Trademark Security Agreement (Keller Group, LLC)#page2.tif source=Barracuda - Trademark Security Agreement (Keller Group, LLC)#page3.tif source=Barracuda - Trademark Security Agreement (Keller Group, LLC)#page4.tif source=Barracuda - Trademark Security Agreement (Keller Group, LLC)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2020, is made by the entity listed on the signature pages hereof (“Grantor”), in favor of Owl Rock Capital Corporation (“Owl Rock”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Guarantor Subsidiaries, the Lenders and the L/C Issuers from time to time party thereto, Owl Rock, as Administrative Agent for the Lenders and the L/C Issuers and Owl Rock Capital Corporation, as Arranger Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 26, 2020, in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”) (excluding any Excluded Property):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, the U.S. registered Trademarks and U.S. applications for registration thereof referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

**KELLER GROUP, LLC (AS SUCCESSOR IN
INTEREST TO KELLER GROUP,
INCORPORATED)**
as Grantor

By:

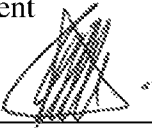


Name: David Waltzer

Title: CFO and Secretary

ACCEPTED AND AGREED
as of the date first above written:

OWL ROCK CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Alexis Maged
Title: Authorized Signatory

SCHEDULE 1

U.S. REGISTERED TRADEMARKS AND U.S. TRADEMARK APPLICATIONS:

Grantor	Title	Filing Date/Issued Date	Status	Serial/Registration No.
Keller Group, LLC	ZNEXT	6/2/2015 / 1/3/2017	Registered	86/649,227 / 5,115,330
Keller Group, LLC	KELLER E.Z	9/19/2014 / 7/21/2015	Registered	86/399,832 / 4,778,973
Keller Group, LLC	THERMOFIT	5/29/2008 / 4/21/2009	Registered	77/486,262 / 3,610,178
Keller Group, LLC	CLEAR450	11/17/2005 / 10/23/2007	Registered	78/756,042 / 3,320,665
Keller Group, LLC	CRYSTAL CLEAR	3/19/1998 / 5/4/1999	Registered	75/453,215 / 2,242,779
Keller Group, LLC	KELLER	12/9/1985 / 6/16/1987	Registered	73/572,201 / 1,442,966
Keller Group, LLC	SOLOPONTIC	08/21/2001 / 07/09/2002	Registered	76/302,716 / 2,591,396
Keller Group, LLC	MEDISOFT	02/04/1997 / 07/7/1998	Registered	75/236,295 / 2,171,958