

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661619

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OnPoint Group, LLC		07/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as the Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2424898	MINER	
Registration Number:	5110773	YOUR FACILITY EXPERT	
Registration Number:	5106092	DONE RIGHT. RIGHT NOW.	
Registration Number:	5106096	INSTALL360 PROGRAM DESIGN AND MANAGEMENT	
Registration Number:	5009793	XPRESS SAME-DAY SERVICE	
Registration Number:	5110782	PROTECH PLANNED MAINTENANCE	
Registration Number:	5106088	MYCARE	
Registration Number:	5101458	NSBS SPECIALTY RETAIL SOLUTIONS	
Registration Number:	5125307	TOTAL FLEET SOLUTIONS	
Registration Number:	5125305	MYCARE REAL-TIME ASSET MANAGEMENT	
Registration Number:	3245953		
Registration Number:	5102006	CRAFT HANDLING AND STORAGE SOLUTIONS	
Registration Number:	5331116	VISION 2020	
Registration Number:	3487463	GUARANTEED POWER	
Registration Number:	5174520	GUARANTEED POWER	
Registration Number:	5314595	RAAMS	
Registration Number:	5129927	FLEXX	
Registration Number:	1651319	METRO DOOR	
Registration Number:	1645791	METRO DOOR	
TRADEMARK			

CH \$865.00 2424898

Property Type	Number	Word Mark
Registration Number:	3734099	METRO SERVICE SOLUTIONS
Registration Number:	5570320	VISION 2020
Registration Number:	5766133	GUARANTEEDFLEET
Registration Number:	5766136	GUARANTEEDLIFT
Registration Number:	6170350	TFS
Registration Number:	6025427	MINER
Registration Number:	5916830	TRUE SOURCE
Registration Number:	6015120	ONPOINT CAPITAL
Registration Number:	6143439	MINERCARE
Registration Number:	6186909	SAFECHECK
Registration Number:	6206952	SAFE ACT
Registration Number:	4913392	FLEXX
Serial Number:	90089753	GUARANTEED POWER
Serial Number:	90090090	GUARANTEED LIFT
Serial Number:	90793513	METRO DOOR LLC

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: trademark@proskauer.com, sbhate@proskauer.com

Correspondent Name: Samantha Bhate, Proskauer Rose LLP

Address Line 1: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	56013-030
NAME OF SUBMITTER:	Samantha Bhate
SIGNATURE:	/Samantha Bhate/
DATE SIGNED:	07/21/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 21, 2021, is made by the Grantors (as identified below), in favor of Owl Rock Capital Corporation, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, OnPoint Group, LLC, a Delaware limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of July 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by the Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement 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, 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 any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. 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. Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER

THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

ONPOINT GROUP, LLC

By:



Name: Kirk E. Yorbick

Title: Chief Administrative Officer and General Counsel

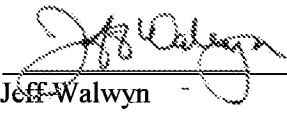
[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007361 FRAME: 0281

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as the Collateral Agent


By: 
Name: Jeff Walwyn
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007361 FRAME: 0282

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Registered Trademarks:

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Issued</u>
OnPoint Group, LLC	MINER	75/824,030	2,424,898	10/15/1999	1/30/2001
OnPoint Group, LLC	YOUR FACILITY EXPERT	86/738,794	5,110,773	8/27/2015	12/27/2016
OnPoint Group, LLC	DONE RIGHT. RIGHT NOW.	86/738,821	5,106,092	8/27/2015	12/20/2016
OnPoint Group, LLC	INSTALL360 PROGRAM DESIGN AND MANAGEMENT	86/740,425	5,106,096	8/28/2015	12/20/2016
OnPoint Group, LLC	XPRESS SAME-DAY SERVICE	86/740,665	5,009,793	8/28/2015	7/26/2016
OnPoint Group, LLC	PROTECH PLANNED MAINTENANCE	86/740,685	5,110,782	8/28/2015	12/27/2016
OnPoint Group, LLC	MYCARE	86/738,106	5,106,088	8/26/2015	12/20/2016
OnPoint Group, LLC	NSBS SPECIALTY RETAIL SOLUTIONS	86/740,715	5,101,458	8/28/2015	12/13/2016
OnPoint Group, LLC	TOTAL FLEET SOLUTIONS	86/738,869	5,125,307	8/27/2015	1/17/2017
OnPoint Group, LLC	MYCARE REAL-TIME ASSET MANAGEMENT	86/738,216	5,125,305	8/26/2015	1/17/2017
OnPoint Group, LLC	DESIGN (HARD HAT MINER) 	76/663,874	3,245,953	7/31/2006	5/29/2007
OnPoint Group, LLC	CRAFT HANDLING AND STORAGE SOLUTIONS	86/933,961	5,102,006	3/9/2016	12/13/2016
OnPoint Group, LLC	VISION 20/20	87/191,483	5,331,116	10/3/2016	11/7/2017
OnPoint Group, LLC	GUARANTEED POWER and Design	77/252,038	3,487,463	8/10/2007	8/19/2008

OnPoint Group, LLC	GUARANTEED POWER	86/908,340	5,174,520	2/15/2016	4/4/2017
OnPoint Group, LLC	RAAMS	86/925,734	5,314,595	3/2/2016	10/24/2017
OnPoint Group, LLC	FLEXX	86/737,994	5,129,927	8/26/2015	1/24/2017
OnPoint Group, LLC	METRO DOOR and Design	74/053,802	1,651,319	4/30/1990	7/23/1991
OnPoint Group, LLC	METRO DOOR	74/051,163	1,645,791	4/20/1990	5/28/1991
OnPoint Group, LLC	METRO SERVICE SOLUTIONS	77/753,174	3,734,099	6/5/2009	1/5/2010
OnPoint Group, LLC	VISION 2020	87/804,158	5,570,320	2/20/2018	9/25/2018
OnPoint Group, LLC	GuaranteedFLEET	88/192,394	5,766,133	11/13/2018	5/28/2019
OnPoint Group, LLC	GUARANTEEDLIFT	88/193,993	5,766,136	11/14/2018	5/28/2019
OnPoint Group, LLC	TFS	88/344,246	6,170,350	3/18/2019	10/6/2020
OnPoint Group, LLC	MINER	88/345,133	6,025,427	3/18/2019	3/31/2020
OnPoint Group, LLC	TRUE SOURCE	88/345,182	5,916,830	3/18/2019	11/19/2019
OnPoint Group, LLC	ONPOINT CAPITAL	88/389,520	6,015,120	4/17/2019	3/17/2020
OnPoint Group, LLC	MINERCARE	88/612,528	6,143,439	9/11/2019	9/1/2020
OnPoint Group, LLC	SAFECHECK	88/613,045	6,186,909	9/11/2019	10/27/2020
OnPoint Group, LLC	SAFE ACT	88/613,068	6,206,952	9/11/2019	11/24/2020
OnPoint Group, LLC	FLEXX	86/713,252	4,913,392	8/3/2015	3/8/2016

Pending Trademark Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filed</u>
OnPoint Group, LLC	GUARANTEED POWER and Design	90/089,753	8/3/2020
OnPoint Group, LLC	GUARANTEED LIFT and Design	90/090,090	8/3/2020

OnPoint Group, LLC	METRO DOOR LLC and Design	90/793,513	6/24/2021
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Unregistered Trademarks:

None.

Unregistered Tradenames:

None.