

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM682089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUSKY RESTORATION CONTRACTORS, LLC		10/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4097767	BLU SKY	
Registration Number:	4097768	BLU SKY	
Registration Number:	5803697	BLUSKY	
Registration Number:	5803698	RAISING THE BAR	
Registration Number:	5732117	MAKING OUR COMMUNITIES BETTER	
Registration Number:	5938198	2.0 FIRST AID DISASTER RESPONSE PLAN	
Registration Number:	5911900	FIRST AID DISASTER RESPONSE PLAN	
Registration Number:	4797854	DISASTER ONE	
Registration Number:	2937861	DISASTER ONE RESTORING YOUR FUTURE	
Registration Number:	2899875	RESTORING YOUR FUTURE	
Registration Number:	3359123	REBUILDEX	
Registration Number:	3347888	REBUILDEX THE REBUILDING EXPERTS	
Serial Number:	88088138	2.0 FIRST AID DISASTER RESPONSE PLAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		

TRADEMARK

Correspondent Name:	Stewart Walsh
Address Line 1:	1025 Connecticut Ave NW, Suite 712
Address Line 2:	COGENCY GLOBAL Inc.
Address Line 4:	Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1500954 TM B
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NAME OF SUBMITTER:	Jai Malhotra
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SIGNATURE:	/Jai Malhotra/
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DATE SIGNED:	10/19/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of October 19, 2021, is made by BLUSKY RESTORATION CONTRACTORS, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of October 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that Trademark Collateral shall not include and the Security Interest shall not attach to (a) any Excluded Assets as provided under the Security Agreement, or (b) 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 and acceptance 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 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 such intent-to-use trademark or service mark application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

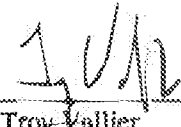
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

BLUSKY RESTORATION CONTRACTORS, LLC

By: 
Name: Troy Vallier
Title: Treasurer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

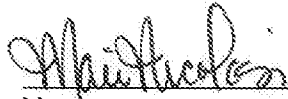
By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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Accepted and Agreed:


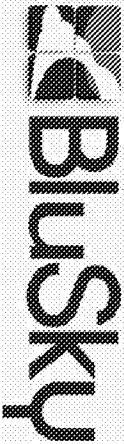



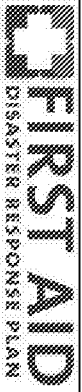
WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent


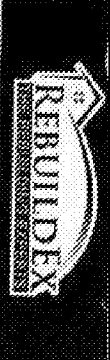
By: 
Name: Marie Nicolosi
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007459 FRAME: 0711

SCHEDULE A

Mark	Jurisdiction	App. Serial No.	Filed	Registration No.	Registration Date	Status	Record Owner
	USA	85038866	5/14/2010	4097768	2/14/2012	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
	USA	88076295	8/13/2018	5803697	7/16/2019	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
 RAISING THE BAR	USA	88/076,307	8/13/2018	5,803,698	7/16/2019	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
 MAKING OUR COMMUNITIES BETTER	USA	88/076,314	8/13/2018	5,732,117	4/23/2019	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
 FIRST AID DISASTER RESPONSE PLAN	USA	88975950	8/22/2018	5938198	12/17/2019	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
 FIRST AID DISASTER RESPONSE PLAN	USA	88/085263	8/20/2018	5,911,900	11/19/2019	Registered	BLUSKY RESTORATION CONTRACTORS, LLC

Mark	Jurisdiction	App. Serial No.	Filed	Registration No.	Registration Date	Status	Record Owner
DISASTER ONE	USA	86/281360	5/14/2014	4,797,854	8/25/2015	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
	USA	78318087	10/24/2003	2937861	4/5/2005	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
RESTORING YOUR FUTURE	USA	78318092	10/24/2003	2899875	11/2/2004	Registered	BLUSKY RESTORATION CONTRACTORS, LLC
	USA	88088138	8/22/2018	N/A	N/A	Pending	BLUSKY RESTORATION CONTRACTORS, LLC
REBUILD EX	USA	77153661	10/09/2007	3,359,123	12/25/2007	Registered	RebuildEx, LLC ¹
	USA	77153667	04/11/2007	3,347,888	12/4/2007	Registered	RebuildEx, LLC ²

¹ The assets of RebuildEx, LLC were acquired by Blusky Restoration Contractors, LLC pursuant to the terms of an asset purchase agreement dated July 16, 2021 between, among others, RebuildEx, LLC and Blusky Restoration Contractors, LLC.

² The assets of RebuildEx, LLC were acquired by Blusky Restoration Contractors, LLC pursuant to the terms of an asset purchase agreement dated July 16, 2021 between, among others, RebuildEx, LLC and Blusky Restoration Contractors, LLC.