

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corestates, Inc.		11/17/2021	Corporation: GEORGIA
Integrated Image, Inc.		11/17/2021	Corporation: PENNSYLVANIA
Corestates Construction Services, Inc.		11/17/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A. (f/k/a Citizens Bank of Pennsylvania)		
Street Address:	602 Office Center Drive		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4620421	CORE STATES GROUP	
Registration Number:	5860853	CORE STATES GROUP	
Registration Number:	5860854	CORE STATES	
Registration Number:	6186633	CORE STATES SITEVUE	
Registration Number:	3546809	CMA	
Registration Number:	5849446	II INTEGRATED IMAGE	
Registration Number:	5849447	INTEGRATED IMAGE	
Registration Number:	6113131	INTEGRATED IMAGE	
Serial Number:	90624399	CORE STATES CONSTRUCTION SERVICES	
Serial Number:	90624410	CORE STATES ENERGY	
Serial Number:	90624439	CORE STATES ENERGY	
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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
TRADEMARK			

CH \$290.00 4620421

Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	116280-01052
NAME OF SUBMITTER:	KAREEM ANSLEY
SIGNATURE:	/KAREEM ANSLEY/
DATE SIGNED:	11/23/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of November 17, 2021, is made by and between CORESTATES, INC., a Georgia corporation (Corestates), INTEGRATED IMAGE, INC., a Pennsylvania corporation (“Integrated”), CORESTATES CONSTRUCTION SERVICES, INC., a Georgia corporation (“Corestates Construction”; together with Corestates and Integrated, each a “Grantor” and collectively “Grantors”), and CITIZENS BANK, N.A. (f/k/a CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, as Lender under the Loan Agreement (as defined below) (together with its successors and assigns, “Lender”), having a business location at 602 Office Center Drive, Suite 100, Fort Washington, Pennsylvania 19034. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of Grantors’ right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

“Loan Agreement” means the Loan and Security Agreement, dated as of the date hereof, among Corestates, as Borrower, each of Integrated and Corestates Construction as Guarantors, the other Loan Parties party thereto, and Lender from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

“Patents” means all of Grantors’ right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

“Royalties” means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Grantors’ right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any

of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. Grantors hereby grant to Lender, for the benefit of Secured Parties, a continuing security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may exercise any or all remedies available under the Loan Agreement.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantors hereby acknowledge and agree that the rights and remedies of Lender with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the Commonwealth of Pennsylvania without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

GRANTORS:

CORESTATES, INC.

By: 

Name: D. David Dugan

Title: President

INTEGRATED IMAGE, INC.

By: 

Name: D. David Dugan

Title: President

CORESTATES CONSTRUCTION SERVICES, INC.

By: 

Name: D. David Dugan

Title: President

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.

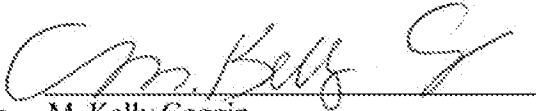
By: 
Name: M. Kelly Goggin
Title: Senior Vice President

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

CoreStates, Inc.		
<u>Work</u>	<u>Registration Number</u>	<u>Date Issued</u>
Core States Group Logo	VAu001352620	4/9/2019
Core States Sitevue Computer File	TXu002189049	2/13/2020
Integrated Image, Inc.		
None		
CoreStates Construction Services, Inc.		
None		

EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

CoreStates, Inc.		
None		
Integrated Image, Inc.		
None		
CoreStates Construction Services, Inc.		
None		

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

CoreStates, Inc.		
<u>Mark</u>	<u>Registration Number</u>	<u>Date Issued</u>
CORE STATES GROUP	4,620,421	10/14/2014
CORE STATES GROUP	5,860,853	9/17/2019
CORE STATES	5,860,854	9/17/2019
CORE STATES SITEVUE	6,186,633	10/27/2020
CMA	3,546,809	12/16/2008
Integrated Image, Inc.		
<u>Mark</u>	<u>Registration Number</u>	<u>Date Issued</u>
INTEGRATED IMAGE	5,849,446	9/3/2019
INTEGRATED IMAGE	5,849,447	9/3/2019
INTEGRATED IMAGE	6,113,131	7/28/2020
CoreStates Construction Services, Inc.		
<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
CORE STATES CONSTRUCTION SERVICES	90624399	4/5/2021
CORE STATES ENERGY	90624410	4/5/2021
CORE STATES ENERGY	90624439	4/5/2021