

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697853

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOLV Energy, LLC		12/23/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4349231	SOLV	
<b>Registration Number:</b>	5029978	SOLV	
<b>Registration Number:</b>	5029979	SOLV THE COMPLETE SOLAR MANAGEMENT SOLUT	
<b>Registration Number:</b>	5911972	SOLV	
<b>Registration Number:</b>	5865937	SUNSCREEN	
<b>Serial Number:</b>	90842516	SOLV ENERGY	
<b>Serial Number:</b>	90842499	SOLV ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>			
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Sydney Crute		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	4423138 - 0002-CZ49		
<b>NAME OF SUBMITTER:</b>	Sydney Crute		
<b>SIGNATURE:</b>	/Sydney Crute/		

CH \$190.00 4349231

<b>DATE SIGNED:</b>	12/27/2021
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**Total Attachments: 4**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 23, 2021, (this “IP Security Agreement”), by SOLV Energy, LLC (the “Grantor”) in favor of KeyBank National Association (or any of its designated branch offices or Affiliates), in its capacity as administrative agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of December 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among ASP SRE Acquisition LLC, a Delaware limited liability company (the “Borrower”), the Subsidiary Guarantors from time to time party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 23, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ASP SRE Parent LLC, a Delaware limited liability company, ASP SOLV Energy Holdings, LLC, a Delaware limited liability company, the Borrower, the lenders from time to time party thereto (collectively, the “Lenders”), the Issuing Banks party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01(a) and 5.14(a) of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any and all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks (excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance by the U.S. Patent and Trademark Office or other applicable Governmental Authority of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use (or similar) Trademark application (or any Trademark registration resulting therefrom) under applicable federal law), including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all Proceeds of the foregoing;

in each case of clauses (A) and (B), to the extent the foregoing items constitute Collateral; it being expressly understood and agreed that the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This IP Security Agreement and any claim, controversy or dispute

arising under or related to this IP Security Agreement (whether in tort, contract (at law or in equity) or otherwise), shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. The consent to jurisdiction, consent to service of process, venue and waiver of jury trial provisions set forth in Section 7.15 and Section 7.16 of the Security Agreement shall apply to this IP Security Agreement, mutatis mutandis, to the same extent as if fully set forth herein.

**SECTION 5. Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this IP Security Agreement. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby (including without limitation, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

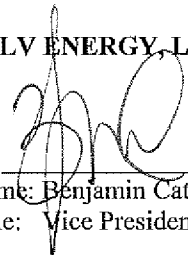
**SECTION 6. Recordation.** The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

**SECTION 7. Release.** This IP Security Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Section 8.09 of the Credit Agreement. In connection with any such termination or release, subject to the receipt of such confirmation and certifications as it may be entitled to under the Credit Agreement and any other Loan Document, the Administrative Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor’s expense, all releases, termination statements, and other instruments prepared by Grantor and in form reasonably satisfactory to the Administrative Agent, as may be necessary or proper to release or reflect the release of the Administrative Agent’s security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

**SOLV ENERGY, LLC**

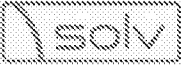


By:   
Name: Benjamin Catalano  
Title: Vice President and Treasurer

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 007542 FRAME: 0431**

**SCHEDULE I**

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK	JURISDICTION
SOLV Energy, LLC	4349231	SOLV	Delaware
SOLV Energy, LLC	5029978	SOLV & Design 	Delaware
SOLV Energy, LLC	5029979	SOLV THE COMPLETE SOLAR MANAGEMENT 	Delaware
SOLV Energy, LLC	5911972	SOLV	Delaware
SOLV Energy, LLC	5865937	Sunscreen & Design  SUNSCREEN	Delaware

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK	JURISDICTION
SOLV Energy, LLC	90842516	SOLV ENERGY	Delaware
SOLV Energy, LLC	90842499	SOLV Energy	Delaware