

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Estimating Edge LLC		12/31/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6464380	THE PROS KNOW. YOU CAN BID WITH IT, OR A	
Registration Number:	6464379	DON'T JUST ESTIMATE FASTER. ESTIMATE BET	
Registration Number:	6022857	BUILD IT LIKE YOU BID IT	
Registration Number:	6022856	BUILDER BUILT. PRO PREFERRED.	
Registration Number:	6022855	IT'S TIME FOR YOUR DATA TO GET ITS HANDS	
Registration Number:	6022854	BID SHARP. BUILD SHARP.	
Registration Number:	5969583	INTELLIGENT MOBILE PRODUCTION MANAGEMENT	
Registration Number:	5024886	THE ESTIMATING EDGE	
Registration Number:	5619850	E	
Registration Number:	5614225	THE EDGE	
Registration Number:	5619849	SMART LABOR	
Serial Number:	90811032	THE EDGE	
Serial Number:	90811029	EDGE ON SITE	
Serial Number:	90811027	ESTIMATING EDGE	
Serial Number:	90811023		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 305-714-9744
Email: mshammo@jonesday.com, samieyal@jonesday.com,
pcyngier@jonesday.com
Correspondent Name: MICHAEL SHAMMO/JONES DAY
Address Line 1: 600 Brickell Avenue, Suite 3300
Address Line 2: Brickell World Plaza
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	916074-865007
NAME OF SUBMITTER:	MICHAEL SHAMMO
SIGNATURE:	/MICHAEL SHAMMO/
DATE SIGNED:	01/04/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent for the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, The Estimating Edge LLC, a Florida limited liability company and certain other Grantors are party to the Security Agreement, dated as of August 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

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

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now or hereafter owned by a Grantor, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks owned by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover damages for past, present, or future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof 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 and acceptance thereof by the USPTO, 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

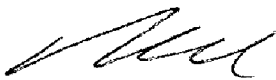
SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

[Signature Pages Follow]

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

THE ESTIMATING EDGE LLC,
a Florida limited liability company

By: 

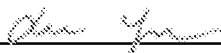
By: _____

Name: Mike Basil

Title: Vice President of Operations

[Signature Page to Trademark Security Agreement]

**GOLDMAN SACHS PRIVATE MIDDLE MARKET
CREDIT II LLC, as Collateral Agent**





By:  _____



Name: David Yu

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER	STATUS
the EDGE 	90/811,032 N/A United States	July 5, 2021 N/A	The Estimating Edge, LLC	Pending
EDGE  on site	90/811,029 N/A United States	July 5, 2021 N/A	The Estimating Edge, LLC	Pending
estimating EDGE 	90/811,027 N/A United States	July 5, 2021 N/A	The Estimating Edge, LLC	Pending
	90/811,023 N/A United States	July 5, 2021 N/A	The Estimating Edge, LLC	Pending
THE PROS KNOW. YOU CAN BID WITH IT, OR AGAINST IT.	88/726,204 6,464,380 United States	December 13, 2019 August 24, 2021	The Estimating Edge, LLC	Registered
DON'T JUST ESTIMATE FASTER. ESTIMATE BETTER.	88/726,197 6,464,379 United States	December 13, 2019 August 24, 2021	The Estimating Edge, LLC	Registered
BUILD IT LIKE YOU BID IT	88/588,190 6,022,857 United States	August 22, 2019 March 31, 2020	The Estimating Edge, LLC	Registered
BUILDER BUILT. PRO PREFERRED.	88/588,188 6,022,856 United States	August 22, 2019 March 31, 2020	The Estimating Edge, LLC	Registered
IT'S TIME FOR YOUR DATA TO GET ITS HANDS DIRTY	88/588,180 6,022,855 United States	August 22, 2019 March 31, 2020	The Estimating Edge, LLC	Registered

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER	STATUS
BID SHARP. BUILD SHARP.	88/588,174 6,022,854 United States	August 22, 2019 March 31, 2020	The Estimating Edge, LLC	Registered
INTELLIGENT MOBILE PRODUCTION MANAGEMENT	88/588,196 5,969,583 United States	August 22, 2019 January 21, 2020	The Estimating Edge, LLC	Registered
THE ESTIMATING EDGE	86/456,255 5,024,886 United States	November 17, 2014 August 23, 2016	The Estimating Edge, LLC	Registered
	86/461,484 5,619,850 United States	November 21, 2014 December 4, 2018	The Estimating Edge, LLC	Registered
	86/461,446 5,614,225 United States	November 21, 2014 November 27, 2018	The Estimating Edge, LLC	Registered
SMART LABOR	86/456,684 5,619,849 United States	November 17, 2014 December 4, 2018	The Estimating Edge, LLC	Registered