

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARC JONES CONSTRUCTION, L.L.C.		01/07/2022	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	150 East 42nd Street		
Internal Address:	40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5524762	BUILDPRO	
Serial Number:	90722845	SUNPRO SOLAR ENERGY SPECIALISTS	
Serial Number:	90722855	BUILDPRO ROOFING SPECIALISTS	
Serial Number:	90722865	ENERGYPRO	
Serial Number:	90722869	ENERGYPRO HOME ENERGY SPECIALISTS	
Serial Number:	90722888	THE PRO COMPANIES	
Serial Number:	90722852		
Serial Number:	90722876		
Serial Number:	90722860		
Registration Number:	5524756	SUNPRO	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
<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:	2123733239		
Email:	cmeredithgoujon@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		

CH \$265.00 5524762

Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	022276-035
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	01/11/2022

Total Attachments: 6

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Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 7, 2022 (this "Agreement"), made by MARC JONES CONSTRUCTION, L.L.C., a Louisiana limited liability company (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of January 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Prime Security Services Borrower, LLC (the "Borrower"), Prime Finance Inc. (the "Co-Borrower"), each subsidiary of the Borrower and Co-Borrower identified therein and Wells Fargo Bank, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America of such Pledgor, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

MARC JONES CONSTRUCTION, L.L.C.

By:  _____

Name: Jeffrey Likosar
Title: Chief Financial Officer and
President, Corporate Development

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]


**TRADEMARK
REEL: 007557 FRAME: 0122**

**PRIME SECURITY SERVICES BORROWER,
LLC**

By:  _____

Name: Jeffrey Likosar
Title: Executive Vice President, Chief
Financial Officer & Treasurer

PRIME FINANCE INC.

By:  _____

Name: Jeffrey Likosar
Title: Executive Vice President, Chief
Financial Officer & Treasurer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as Collateral Agent,

By Computershare Trust Company, N.A., as
agent for Wells Fargo Bank, National
Association

By: Linda Lopez
Name:
Title: Linda Lopez
Assistant Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

**TRADEMARK
REEL: 007557 FRAME: 0124**

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by MARC JONES CONSTRUCTION, L.L.C.

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUNPRO	5,524,756	24-Jul-2018
BUILDPRO	5,524,762	24-Jul-2018
SUNPRO SOLAR ENERGY SPECIALISTS	90722845	20-May-2021
BUILDPRO ROOFING SPECIALISTS	90722855	20-May-2021
ENERGYPRO	90722865	20-May-2021
ENERGYPRO HOME ENERGY SPECIALISTS	90722869	20-May-2021
THE PRO COMPANIES	90722888	20-May-2021
STYLIZED MARK	90722852	20-May-2021
STYLIZED MARK	90722876	20-May-2021
STYLIZED MARK	90722860	20-May-2021