

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHESAPEAKE NETCRAFTSMEN, LLC		03/14/2022	Limited Liability Company: MARYLAND
BLUEALLY TECHNOLOGY SOLUTIONS, LLC		03/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CENTERFIELD CAPITAL PARTNERS IV, L.P., as Agent		
Street Address:	3000 Market Tower, 10 West Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6211691	THE NETCRAFTSMEN WAY	
Registration Number:	5661572	N NETCRAFTSMEN	
Registration Number:	5655580	NETCRAFTSMEN	
Registration Number:	5550773	REST ASSURED	
Registration Number:	4987175	CRAFTSMEN ASSURANCE	
Registration Number:	5350242	BLUEALLY	
Registration Number:	5359191		
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	6144621093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		

OP \$190.00 6211691

SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	03/14/2022
Total Attachments: 5 source=BlueAlly - Trademark Security Agreement#page1.tif source=BlueAlly - Trademark Security Agreement#page2.tif source=BlueAlly - Trademark Security Agreement#page3.tif source=BlueAlly - Trademark Security Agreement#page4.tif source=BlueAlly - Trademark Security Agreement#page5.tif	

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 30, 2020 IN FAVOR OF FIRST MERCHANTS BANK, WHICH AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2022 (this "Agreement"), among CHESAPEAKE NETCRAFTSMEN, LLC, a Maryland limited liability company with its mailing address at 7134 Columbia Gateway Drive, Suite 100, Columbia, Maryland 21046, and BLUEALLY TECHNOLOGY SOLUTIONS, LLC, a Delaware limited liability company with its mailing address at 1225 Crescent Green, Suite 115, Cary, North Carolina 27518 (individually and collectively, the "Grantor"), and CENTERFIELD CAPITAL PARTNERS IV, L.P., a Delaware limited partnership (the "Agent"), with its mailing address at 3000 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204.

Reference is made to the Second Amendment to Senior Subordinated Notes Purchase Agreement, dated as of the date hereof (the "Second Amendment"), which amends that certain Senior Subordinated Notes Purchase Agreement dated as of July 16, 2020 (as further amended, restated, supplemented, waived or otherwise modified from time to time, the "Purchase Agreement"), entered into by, *inter alia*, BlueAlly HoldCo, LLC, a Delaware limited liability company ("Holdings"), the Grantor, as a Borrower, the other Obligor party thereto, the subsidiaries from time to time party thereto, Agent and the Purchasers (as defined under the Purchase Agreement).

The Purchasers have agreed to enter into the Second Amendment. The obligations of the Purchasers to enter into the Second Amendment are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Agent and Purchasers to enter in the Second Amendment.

Accordingly, 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 Purchase Agreement. The rules of construction specified in Section 1.5 of the Purchase Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the obligations under the Purchase Agreement and Operative Documents (as defined under the Purchase Agreement), the Grantor, pursuant to the Purchase Agreement, did and hereby does grant to the Agent, on behalf of the Purchasers, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "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 Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Purchase Agreement.* The security interests granted to the Agent, on behalf of the Purchasers, herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement (as defined under the Purchase Agreement). The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Purchase 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 Purchase Agreement, the terms of the Purchase Agreement shall govern.

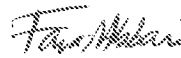
SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF INDIANA.

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

**CENTERFIELD CAPITAL PARTNERS
IV, L.P., as Agent**

By: Centerfield Capital Partners IV, LLC, as
General Partner

By: Centerfield Management IV, Inc., its
manager

By: 

A. Faraz Abbasi, President

CHESAPEAKE NETCRAFTSMEN, LLC

By: 

Name: Benjamin Emmons

Title: Secretary

BLUEALLY TECHNOLOGY SOLUTIONS,
LLC,

By: 

Name: Benjamin Emmons

Title: Secretary

[Signature Page to Trademark Security Agreement]