TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM718493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTEGRATED IMAGE, INC.		04/01/2022	Corporation: PENNSYLVANIA
CORESTATES CONSTRUCTION SERVICES, INC.		04/01/2022	Corporation: GEORGIA
CORESTATES, INC.		04/01/2022	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC, as Agent			
Street Address:	225 West Washington Street, 9th Floor			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60606			
Entity Type:	Limited Liability Company: DELAWARE			

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark			
Serial Number:	88250288	II INTEGRATED IMAGE			
Serial Number:	88250301	INTEGRATED IMAGE			
Serial Number:	88734682	CORE STATES SITEVUE			
Serial Number:	88250231	CORE STATES GROUP			
Serial Number:	88250275	CORE STATES			
Serial Number:	86204733	CORE STATES GROUP			
Serial Number:	77473342	CMA			
Serial Number:	90624399	CORE STATES CONSTRUCTION SERVICES			
Serial Number:	90624410	CORE STATES ENERGY			
Serial Number:	90624439	CORE STATES ENERGY			

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8438

raquel.haleem@katten.com Email:

> **TRADEMARK REEL: 007678 FRAME: 0393**

900685370

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	04/01/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2022 (this "Security Agreement"), is made by INTEGRATED IMAGE, INC., a Pennsylvania corporation ("Integrated"), CORESTATES CONSTRUCTION SERVICES, INC., a Georgia corporation ("Corestates Construction"), CORESTATES, INC., a Georgia corporation ("Corestates"; Corestates together with Corestates Construction and Integrated, the "Grantors", each a "Grantor"), in favor of ALTER DOMUS (US) LLC, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Loan and Security Agreement referred to below).

WHEREAS, the Grantors, the Guarantors (as defined in the Loan and Security Agreement referred to below), the Lenders and the Agent have entered into that certain Loan and Security Agreement, dated as of April 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), in favor of the Agent for the benefit of the Lenders; and

WHEREAS, the Loan and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan and Security Agreement, each Grantor hereby agrees as follows:

- **Section 1** <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.
- Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Agent and the Lenders, and grants to the Agent for the benefit of the Agent and the Lenders, a security interest in, all of its right, title and interest in, to and under the following Collateral now owned or at any time hereinafter acquired such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title and interest in, to and under (the "Trademark Collateral"):
- (i) all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, including, without limitation, those registered trademarks and applications to register trademarks referred to on <u>Schedule I</u> hereto;
 - (ii) all renewals and extensions of the foregoing;
 - (iii) all goodwill connected with and symbolized by the foregoing; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, that the foregoing grant of security interest will not cover any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would impair the validity, registrability, or enforceability of such intent-to-use trademark application under applicable federal law or any trademark registration that issues therefrom.

Section 3 Loan and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Security Agreement and the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

Section 4 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

GRANTORS:

CORESTATES, INC. CORESTATES CONSTRUCTION SERVICES, INC. INTEGRATED IMAGE, INC.

By: _

Name: D. David Dugan

Title: President

Acknowledged and Agreed to as of the date hereof:

AGENT:

ALTER DOMUS (US) LLC

Name: Pinju Chin

Title: Associate Counsel

Signature Page to Trademark Security Agreement

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
II INTEGRATEDIMA GE	88250288	1/4/19	5849446	9/3/19	Integrated Image, Inc.
INTEGRATED IMAGE	88250301	1/4/19	5849447	9/3/19	Integrated Image, Inc.
CORE STATES SITEVUE	88734682	12/20/19	6186633	10/27/20	Corestates, Inc.
CORE STATES GROUP	88250231	1/4/19	5860853	9/17/19	Corestates, Inc.
CORE STATES	88250275	1/4/19	5860854	9/17/19	Corestates, Inc.
CORE STATES GROUP	86204733	2/26/14	4620421	10/14/14	Corestates, Inc.
CMA	77473342	5/13/08	3546809	12/16/08	Corestates, Inc.

II. TRADEMARK APPLICATIONS

RECORDED: 04/01/2022

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
CORE STATES CONSTRUCTION SERVICES	90624399	4/5/21	N/A	N/A	Corestates Construction Services, Inc.
CORE STATES ENERGY	90624410	4/5/21	N/A	N/A	Corestates Construction Services, Inc.
CORE STATES ENERGY	90624439	4/5/21	N/A	N/A	Corestates Construction Services, Inc.