

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770291

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900716264		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Mannik & Smith Group, Inc.		08/17/2022	Corporation: OHIO
American Center for Sustainable Certifications, LLC		08/17/2022	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services, LLC		
<b>Street Address:</b>	430 Park Avenue		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88699613	ACSC AMERICAN CENTER FOR SUSTAINABLE CER	
<b>Serial Number:</b>	97409737	MSG CONSTRUCTION SERVICES	
<b>Serial Number:</b>	97208045	MANNIK SMITH GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	4045723401		
<b>Email:</b>	morgan.roth@kslaw.com		
<b>Correspondent Name:</b>	Morgan Roth		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	32287.515002		
<b>NAME OF SUBMITTER:</b>	Morgan Roth		

<b>SIGNATURE:</b>	/s/ Morgan Roth
<b>DATE SIGNED:</b>	11/28/2022
<b>Total Attachments: 6</b> source=Trilon - Trademark Security Agreement [to file]#page1.tif source=Trilon - Trademark Security Agreement [to file]#page2.tif source=Trilon - Trademark Security Agreement [to file]#page3.tif source=Trilon - Trademark Security Agreement [to file]#page4.tif source=Trilon - Trademark Security Agreement [to file]#page5.tif source=Trilon - Trademark Security Agreement [to file]#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of August 17, 2022, is made by The Mannik & Smith Group, Inc., an Ohio corporation and American Center for Sustainable Certifications, LLC, an Ohio limited liability company (together collectively, “**Grantor**”) in favor of Churchill Agency Services, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of May 27, 2022 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Trilon Group, LLC, a Delaware limited liability company (“**Borrower**”), Trilon Intermediary, LLC, a Delaware limited liability company (“**Holdings**”), each other Person from time to time party thereto that is designated as a Credit Party (as defined therein), Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Notice of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, pursuant to the Guaranty and Security Agreement, mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following ~~(a) Collateral for its Trademarks, (the Trademark Collateral)~~, those referred to on Schedule 1 hereto (but excluding any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lantham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) or “Amendment to Allege Use” pursuant to section 1(c) of the Lantham Act);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything here to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Trademark 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.

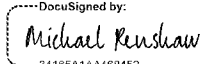
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

THE MANNIK & SMITH GROUP,  
as Grantor

By:   
Name: Michael Renshaw  
Title: Vice President

AMERICAN CENTER FOR SUSTAINABLE  
CERTIFICATIONS, LLC,  
as Grantor

By: DocuSigned by:  
*Michael Renshaw*  
34185A1AA468452...  
Name: Michael Renshaw  
Title: Vice President


ACCEPTED AND AGREED  
as of the date first above written:

**CHURCHILL AGENCY SERVICES, LLC**, as Agent



By: *Jill White*  
Name: Jill White  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Owner	App. No. / App. Date	Reg. No. / Reg. Date	Country
	The American Center for Sustainable Certifications, LLC	88699613 / 11/20/2019	6212671 / 12/1/2020	US

2. TRADEMARK APPLICATIONS

Mark	Owner	App. No. / App. Date	Reg. No. / Reg. Date	Country
	The Mannik & Smith Group, Inc.	97409737 / 5/13/2022	N/A	US
	The Mannik & Smith Group, Inc.	97208045 / 01/07/2022	N/A	US