

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBM Management Services, LP		12/08/2022	Limited Partnership: DELAWARE
SBM Facility Services, LLC		12/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., Administrative Agent		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87202429	SBM	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22722334		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	12/09/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is entered into as of December 8, 2022, between the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the "Administrative Agent") for the Secured Parties as defined in the Credit Agreement described below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 8, 2022 (as amended, restated, amended and restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"), by and among SBM Management Services, LP, a Delaware limited partnership ("SBM Management"), and Pacific West Site Services, Inc., an Oregon corporation ("Pacific West" and together with SBM Management, each individually, a "Borrower", and collectively, jointly and severally, the "Borrowers"), the other Loan Parties party thereto, certain financial institutions party thereto (each a "Lender", and collectively, the "Lenders") and the Administrative Agent, Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of the Borrowers;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of December 8, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired or arising in favor of such Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks now or hereafter acquired or arising and registered and Trademarks licensed under any IP Licenses, to the extent permitted by such IP Licenses, to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any IP License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any IP License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any IP License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Assets.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event in the next compliance certificate required to be delivered under the Credit Agreement) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting each Grantor's obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been Paid in Full.

9. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

10. HEADINGS. The title of and section headings in this Trademark Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Trademark Security Agreement.

11. ENTIRE AGREEMENT. This Trademark Security Agreement embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral listed on Schedule I.

[remainder of page intentionally left blank]

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:

SBM MANAGEMENT SERVICES, LP

By: SBM FACILITY SERVICES, LLC
Title: General Partner

By: 
Name: Charles Somers
Title: Chief Executive Officer

SBM FACILITIES SERVICES, LLC

By: _____
Name: Nicholas McMackins
Title: President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007913 FRAME: 0588**

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.

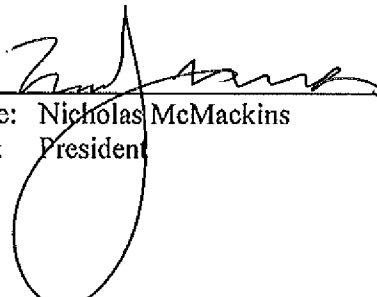
GRANTORS:

SBM MANAGEMENT SERVICES, LP

By: SBM FACILITY SERVICES, LLC
Title: General Partner

By: _____
Name: Charles Somers
Title: Chief Executive Officer

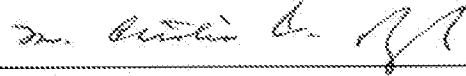
SBM FACILITIES SERVICES, LLC

By:  _____
Name: Nicholas McMackins
Title: President

Signature Page to Trademark Security Agreement

ACKNOWLEDGED AND AGREED:

**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 

Name: Maria Cristina Reyes

Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007913 FRAME: 0590**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Serial No.	Registration No.	Mark	Jurisdiction	Owner of Record	Status	App. Date	Reg. Date
87202429	5263944	SBM	United States	SBM Management Services, LP SBM Facility Services, LLC	Registered	10/13/2016	8/15/2017

TRADEMARK

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