

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHIMENTI CONSTRUCTION HOLDINGS, INC.		12/30/2022	Corporation: NEW YORK
SCHIMENTI CONSTRUCTION COMPANY, LLC		12/30/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BERKSHIRE BANK		
Street Address:	7 Sycamore Street		
City:	Glastonbury		
State/Country:	CONNECTICUT		
Postal Code:	06033		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2567390	SCHIMENTI	
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:	212-238-3214		
Email:	selwin@emmetmarvin.com		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet, Marvin & Martin LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	1868902 for 7316.1		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		
DATE SIGNED:	12/30/2022		
Total Attachments: 3			

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GRANT OF SECURITY INTEREST (TRADEMARK)

The undersigned, SCHIMENTI CONSTRUCTION HOLDINGS, INC., a New York corporation, and SCHIMENTI CONSTRUCTION COMPANY, LLC, a New York limited liability company (each a "Grantor" and, collectively, the "Grantors"), and BERKSHIRE BANK, (the "Administrative Agent") are parties to a Security Agreement, dated as of December 30, 2022 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantors have granted to the Administrative Agent a security interest in and to the Collateral, including, without limitation, certain of their intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, each Grantor does hereby further grant to the Administrative Agent a security interest in and to the following property of such Grantor, now owned or hereafter acquired by such Grantor (collectively, the "Trademark Collateral"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Credit Agreement referred to in the Security Agreement):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "Trademark");
- (b) the goodwill of the business symbolized by the Trademark; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

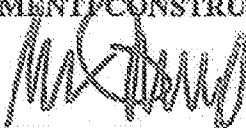
Notwithstanding the foregoing, for clarity, the Trademark Collateral does not include any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, such application or any registration issued as a result of such intent-to-use trademark applications under applicable Law.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: Berkshire Bank, 7 Sycamore Street, Glastonbury, Connecticut 06033.

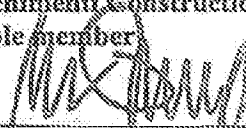
IN WITNESS WHEREOF, the Grantors have caused this Grant of Security Interest (Trademark) to be duly executed by its duly authorized officer as of December 30, 2022.

SCHIMENTI CONSTRUCTION HOLDINGS,
INC.

By: 
Name: Matthew Schimenti
Title: President, Secretary, and Treasurer

SCHIMENTI CONSTRUCTION COMPANY,
LLC

By: Schimenti Construction Holdings, Inc., its
sole member

By: 
Name: Matthew Schimenti
Title: President, Secretary, and Treasurer

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of December 30, 2022

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date/ Filing Date</u>
SCHIMENTI (Stylized Design)	76301435 2567390	May 7, 2002