

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foundation Systems of Michigan, LLC		03/14/2023	Limited Liability Company: DELAWARE
AFS Newco, LLC		03/14/2023	Limited Liability Company: DELAWARE
Alpha Foundation Specialists, LLC		03/14/2023	Limited Liability Company: DELAWARE
Groundworks Georgia, LLC		03/14/2023	Limited Liability Company: DELAWARE
Independence Materials Group, LLC		03/14/2023	Limited Liability Company: DELAWARE
Groundworks Colorado, LLC		03/14/2023	Limited Liability Company: DELAWARE
Groundworks Software, LLC		03/14/2023	Limited Liability Company: DELAWARE
Gutter Systems of Michigan, LLC		03/14/2023	Limited Liability Company: DELAWARE
Groundworks Ohio, LLC		03/14/2023	Limited Liability Company: DELAWARE
Groundworks Florida, LLC		03/14/2023	Limited Liability Company: DELAWARE
Groundworks, LLC		03/14/2023	Limited Liability Company: DELAWARE
Groundworks Minnesota, LLC		03/14/2023	Limited Liability Company: DELAWARE
JES Columbia, LLC		03/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as collateral agent		
Street Address:	100 WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 45			
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5770105	ACCU FORCE PIER
Registration Number:	5888665	AFS
Registration Number:	5888666	AFS
Registration Number:	5888668	
Registration Number:	5900622	
Registration Number:	4826755	AFS
Registration Number:	5436159	ALPHA FOUNDATIONS
Registration Number:	5194861	AQUAGUARD FOUNDATION SOLUTIONS
Registration Number:	6443832	AQUASTOP
Registration Number:	6213170	BASEMENTGUTTER
Registration Number:	5770104	BRUTE FORCE PIER
Registration Number:	6248378	COMPLETE BASEMENT SYSTEMS
Registration Number:	6248379	COMPLETE BASEMENT SYSTEMS
Registration Number:	5537131	CONTRACTOR ON THE GO
Registration Number:	6190362	CRAWLDRAIN
Registration Number:	6190354	CRAWLSEAL
Registration Number:	5875186	DRIP FREE ALUMINUM GUTTERS
Registration Number:	5346150	DRY. SOUND. USABLE!
Registration Number:	6195728	ENDUROCRETE
Registration Number:	5074341	ENERLOC
Registration Number:	5721091	EXTREMEBLOC
Registration Number:	6482874	FLORIDA FOUNDATION AUTHORITY
Registration Number:	6482875	FLORIDA FOUNDATION AUTHORITY
Registration Number:	6190363	FREEZEGUARD
Registration Number:	5605698	GROUNDWORKS
Registration Number:	5906598	
Registration Number:	6534897	INNOVATIVE BASEMENT AUTHORITY
Registration Number:	6534896	INNOVATIVE BASEMENT AUTHORITY
Registration Number:	6190356	INTELLIBRACE
Registration Number:	6190355	INTELLIJACK
Registration Number:	5538105	KNOWN BEST FOR BEING BETTER
Registration Number:	6283436	LESS THAN EXCEPTIONAL IS NOT ACCEPTABLE
Registration Number:	6434896	LUMABRIGHT
Registration Number:	5050853	MOISTURELOC
Registration Number:	5696032	MOUNT VALLEY FOUNDATION SERVICES
Registration Number:	5696033	MOUNT VALLEY FOUNDATION SERVICES
Registration Number:	5715294	POLYRENEWAL
Registration Number:	6289750	PROLOC

Property Type	Number	Word Mark
Registration Number:	5721087	SAFEDRI
Registration Number:	5738783	SAFEDRI BATTERY BACKUP SYSTEM
Registration Number:	5888667	SETTLESTOP
Registration Number:	5770106	TERRA FORCE PIER
Registration Number:	4983996	VAPORLOC ELITE
Registration Number:	6309322	YARD GUARD
Registration Number:	6434897	YARDWELL

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	42891.00031
NAME OF SUBMITTER:	John Garces, Esq.
SIGNATURE:	/John Garces/
DATE SIGNED:	03/15/2023

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 14, 2023, is made by Foundation Systems of Michigan, Inc., AFS Newco, LLC, Alpha Foundation Specialists, LLC, Groundworks Georgia, LLC, Independence Materials Group, LLC, Groundworks Colorado, LLC, Groundworks Software, LLC, Gutter Systems of Michigan, LLC, Groundworks Ohio, LLC, Groundworks Florida, LLC, Groundworks, LLC, Groundworks Minnesota, LLC and JES Columbia, LLC (each, a “Grantor”, collectively the “Grantors”), in favor of GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GROUNDWORKS ACQUISITION, LLC, a Delaware limited liability company (“Holdings”), initially, PROOF MERGER SUB LLC, a Delaware limited liability company (the “Initial Borrower” and, prior to the consummation of the Acquisition, the “Borrower”), which, upon consummation of the Acquisition on the Closing Date, will be merged with and into GROUNDWORKS, LLC, a Delaware limited liability company (following the consummation of the Acquisition, the “Borrower”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”), CAPITAL ONE, NATIONAL ASSOCIATION, as the Revolving Facility Administrative Agent and GOLUB CAPITAL MARKETS LLC, as the Term Loan Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and each other Credit Party party thereto have executed and delivered a Security Agreement, dated as of March 14, 2023, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors agree, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantors hereby grant a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill

associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

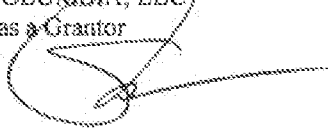
4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FOUNDATION SYSTEMS OF MICHIGAN, LLC
AFS NEWCO, LLC
ALPHA FOUNDATION SPECIALISTS, LLC
GROUNDWORKS GEORGIA, LLC
INDEPENDENCE MATERIALS GROUP, LLC
GROUNDWORKS COLORADO, LLC
GROUNDWORKS SOFTWARE, LLC
GUTTER SYSTEMS OF MICHIGAN, LLC
GROUNDWORKS OHIO, LLC
GROUNDWORKS FLORIDA, LLC
GROUNDWORKS, LLC
GROUNDWORKS MINNESOTA, LLC
JES COLUMBIA, LLC
each, as a Grantor

By: 
Name: Stephen Frey
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008004 FRAME: 0410

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

[Project Proof - Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008004 FRAME: 0411

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademarks:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Foundation Systems of Michigan, Inc.	M12812	M12812	877-DRY-MICH
Foundation Systems of Michigan, LLC	87/226,641	5770105	ACCU FORCE PIER
AFS Newco, LLC	88/138,873	5888665	AFS
AFS Newco, LLC	88/138,892	5888666	AFS & HOUSE DESIGN
AFS Newco, LLC	88/138,944	5888668	DESIGN ONLY
AFS Newco, LLC	88/138,911	5900622	DESIGN ONLY
AFS Newco, LLC	86/542,712	4826755	AFS
Alpha Foundation Specialists, LLC	87/331,286	5436159	ALPHA FOUNDATIONS
Groundworks Georgia, LLC	87/146,817	5194861	AQUAGUARD FOUNDATION SOLUTIONS & DESIGN
AFS Newco, LLC	88/138,940	6443832	AQUASTOP
Independence Materials Group, LLC	88/091,244	6213170	BASEMENTGUTTER
Foundation Systems of Michigan, LLC	87/226,605	5770104	BRUTE FORCE PIER
Groundworks Colorado, LLC	88/437,917	6248378	COMPLETE BASEMENT SYSTEMS
Groundworks Colorado, LLC	88/437,969	6248379	COMPLETE BASEMENT SYSTEMS & DESIGN
Groundworks Software, LLC	87/569,975	5537131	CONTRACTOR ON THE GO
Independence Materials Group, LLC	88/093,565	6190362	CRAWLDRAIN
Independence Materials Group, LLC	88/091,213	6190354	CRAWLSEAL
Gutter Systems of Michigan, LLC	87/918,510	5875186	DRIP FREE ALUMINUM GUTTERS AND DESIGN
Groundworks Ohio, LLC	87/441,185	5346150	DRY. SOUND. USABLE!
Foundation Systems of Michigan, LLC	M14102	M14102	DRY-MICH
Independence Materials Group, LLC	88/093,676	6195728	ENDUROCRETE

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Foundation Systems of Michigan, LLC	M13375	M13375	ENERLOC
Foundation Systems of Michigan, LLC	86/668,728	5074341	ENERLOC
Independence Materials Group, LLC	88/093,657	5721091	EXTREMEBLOC
Groundworks Florida, LLC	90/315,519	6482874	FLORIDA FOUNDATION AUTHORITY
Groundworks Florida, LLC	90/315,530	6482875	FLORIDA FOUNDATION AUTHORITY AND DESIGN
Foundation Systems of Michigan, LLC	M13309	M13309	FOUNDATION SYSTEMS OF MICHIGAN
Foundation Systems of Michigan, LLC	M12733	M12733	FOUNDATION SYSTEMS OF MICHIGAN
Independence Materials Group, LLC	88/093,640	6190363	FREEZEGUARD
Foundation Systems of Michigan, LLC	M13305	M13305	FSM LOGO
Foundation Systems of Michigan, LLC	M12737	M12737	FSM LOGO
Groundworks, LLC	87/833,576	5605698	GROUNDWORKS
Gutter Systems of Michigan, LLC	802184826	802184826	GUTTER SYSTEMS OF MICHIGAN
AFS Newco, LLC	88/138,933	5906598	HOUSE DESIGN
Groundworks Minnesota, LLC	90/315,474	6534897	INNOVATIVE BASEMENT AUTHORITY
Groundworks Florida, LLC	90/315,462	6534896	INNOVATIVE BASEMENT AUTHORITY AND DESIGN
Independence Materials Group, LLC	88/091,220	6190356	INTELLIBRACE
Independence Materials Group, LLC	88/091,220	6190355	INTELLIJACK
Groundworks Georgia, LLC	87/146,811	5538105	KNOWN BEST FOR BEING BETTER
Foundation Systems of Michigan, LLC	87/591,791	6283436	LESS THAN EXCEPTIONAL IS NOT ACCEPTABLE
Independence Materials Group, LLC	88/093,879	6434896	LUMABRIGHT
Foundation Systems of Michigan, LLC	M13411	M13411	MOISTURELOC

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Foundation Systems of Michigan, LLC	86/668,740	5050853	MOISTURELOC
JES Columbia, LLC	88/031,797	5696032	MOUNT VALLEY FOUNDATION SERVICES
JES Columbia, LLC	88/031,813	5696033	MOUNT VALLEY FOUNDATION SERVICES & DESIGN
Independence Materials Group, LLC	88/093,552	5715294	POLYRENEWAL
Gutter Systems of Michigan, LLC	87/767,544	6289750	PROLOC
Gutter Systems of Michigan, LLC	802193467	802193467	PROTECTION...WITH PURPOSE
Independence Materials Group, LLC	88/093,586	5721087	SAFEDRI
Independence Materials Group, LLC	88/093,602	5738783	SAFEDRI BATTERY BACKUP SYSTEM
AFS Newco, LLC	88/138,926	5888667	SETTLESTOP
Foundation Systems of Michigan, LLC	87/226,658	5770106	TERRA FORCE PIER
Foundation Systems of Michigan, LLC	86/386,010	4983996	VAPORLOC ELITE
Gutter Systems of Michigan, LLC	87/918,503	6309322	YARD GUARD
Independence Materials Group, LLC	88/093,903	6434897	YARDWELL