TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808450

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IDEAL DEVELOPMENT CONCEPTS, L.L.C.		05/05/2023	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	OWL ROCK CAPITAL CORPORATION
Street Address:	399 PARK AVENUE, 38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5762205	IDC FIRE AND WATER RESTORATION
Registration Number:	5773429	WE PROVIDE SOLUTIONS THAT RESTORE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9684
Email: ypan@proskauer.com
Correspondent Name: Yee-Chung Chen
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	56013-017
NAME OF SUBMITTER:	Yee-Chung Chen
SIGNATURE:	/Yee-Chung Chen/
DATE SIGNED:	05/05/2023

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is entered into as of May 5, 2023 among Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually, "**Grantor**") and OWL ROCK CAPITAL CORPORATION, in its capacity as administrative agent for the Secured Parties (together with its permitted successors and assigns in such capacity, "**Administrative Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of July 2, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the "**Credit Agreement**"), among ASSOCIATIONS, INC., a Texas corporation ("**Associations**"), ADVANCED TECHNOLOGY GROUP, INC., a Pennsylvania corporation ("**ATG**"), PMG HOLDINGS, INC., a Texas corporation ("**PMG Holdings**"), TCC STAFF MANAGEMENT, INC., a Texas corporation ("**TCC**"), THE PORTFOLIO CONSORTIUM, INC., a Texas corporation ("**Portfolio Consortium**" and, together with Associations, ATG, PMG Holdings and TCC, collectively, the "**Borrowers**" and, individually, each a "**Borrower**"), Holdings (as defined therein), certain Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of July 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, 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 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 valid and continuing security interest in and lien on all of such Grantor's right, title and interest in, to and

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under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of such Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark or service mark applications for so long as and to the extent that such intent-to-use United States trademark or service mark applications constitute Excluded Assets. Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include any Excluded Assets.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, 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 Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their permitted successors and assigns.

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6. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Credit Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit 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 Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit 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 Credit 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 requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9. MISCELLANEOUS. The terms and provisions of Article **9** (*Expenses and Indemnity*), Sections **12.1** (*Survival*), **12.2** (*No Waivers*), **12.3** (*Notices),* **12.4** (*Severability),* **12.5** (*Amendments and Waivers*), **12.7** (*Headings*), **12.10** (*GOVERNING LAW*; *SUBMISSION TO JURISDICTION*) **12.11** (*WAIVER OF JURY TRIAL*) and **12.15** (*No Strict Construction)* of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein.

10. Termination. This Trademark Security Agreement shall remain in full force and effect until the Termination Date, at which time this Trademark Security Agreement and all Liens granted hereunder shall be automatically terminated and Administrative Agent shall, upon the request and at the expense of the Grantors, execute and deliver all UCC termination

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statements and/or other documents reasonably requested by the Grantors evidencing such termination. If any of the Collateral shall be sold, transferred to or otherwise disposed of by any Grantor in a transaction permitted by and in compliance with all applicable provisions of the applicable Credit Document, then the Liens granted hereunder with respect to such Collateral shall be automatically released (unless otherwise specified herein or in the other Credit Documents), all without delivery of any instrument or performance of any act by any party, and Administrative Agent shall, at the written request and sole expense of such Grantor, execute and deliver to such Grantor all releases or other documents reasonably necessary or reasonably desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrowers, a Grantor that is a Subsidiary shall be released from its obligations hereunder in the event that all (and not less than all) of the Equity Interests of such Grantor that is a Subsidiary shall be sold, transferred or otherwise disposed of in a transaction permitted by and subject to all the applicable provisions of the applicable Credit Document (and subject to such applicable provision providing that such Subsidiary would be released or deemed released under the terms of the Credit Documents under such conditions), and Administrative Agent shall execute and deliver to the Borrowers all terminations or other documents reasonably necessary or reasonably desirable to evidence such termination, all at the sole expense of such Grantor. Notwithstanding the foregoing and without limitation of any of the other provisions herein or in the other Credit Documents, all actions (or inactions) by Administrative Agent in connection with the foregoing shall be subject to the indemnification and expense provisions set forth in Sections 9.1 and 9.2 of the Credit Agreement. This Trademark Security Agreement shall continue to be effective or be automatically reinstated, and the liability of each Grantor shall be revived, reinstated, and restored, as the case may be, if at any time payment, in whole or in part, of any of the Obligations is rescinded, returned by Administrative Agent or any other Secured Party on the reasonable advice of counsel, or must otherwise be restored or returned by Administrative Agent or any other Secured Party as a preference, fraudulent conveyance or otherwise under any Debtor Relief Law, all as though such payment had not been made; *provided* that, in the event payment of all or any part of the Obligations is rescinded, returned or must be restored or returned, all reasonable costs and expenses (including, without limitation, any reasonable legal fees and disbursements) incurred by Administrative Agent or any other Secured Party in defending and enforcing such reinstatement shall be deemed to be included as a part of the Obligations. This Section 10 shall hereof survive the payment or satisfaction in full of all Secured Obligations and the termination of this Trademark Security Agreement.

[*Signature pages follow*]

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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:

IDEAL DEVELOPMENT CONCEPTS, L.L.C.,
as a Grantor

By: _____
John J. Carona
Manager

ACCEPTED AND ACKNOWLEDGED:

OWL ROCK CAPITAL CORPORATION,
as Administrative Agent

By: Owl Rock Capital Advisors LLC,
its Investment Advisor

By: _____
Adam Forchheimer
Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Owner	Country	Status	Trademark	Description of Services	App. No.	App. Date	Reg. No.	Reg. Date
IDEAL DEVELOPMENT CONCEPTS, L.L.C.	US	Reg	IDC FIRE AND WATER RESTORATION	INT. CL. 37	88147691	10/09/2018	5762205	05/28/2019
IDEAL DEVELOPMENT CONCEPTS, L.L.C.	US	Reg	We Provide Solutions That Restore	INT. CL. 37	88071612	08/09/2018	5773429	06/11/2019

TRADEMARK APPLICATIONS

None.

LICENSES

None.

RECORDED: 05/05/2023