

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM821678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Project & Repair, LLC		07/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services, LLC		
<b>Street Address:</b>	430 PARK AVENUE, 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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4285694	AMERICAN PROJECT & REPAIR	
<b>Registration Number:</b>	3236451	AMERICAN PROJECT & REPAIR INCORPORATED	
<b>Registration Number:</b>	3236452	AP&R INCORPORATED	
<b>Registration Number:</b>	3306707	ONE CALL. CONSIDER IT DONE.	
<b>Registration Number:</b>	3264415	YOUR ALL-IN-ONE FACILITIES MANAGEMENT SO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Daniel C. Pollick		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	37226.014		
<b>NAME OF SUBMITTER:</b>	Daniel C. Pollick		
<b>SIGNATURE:</b>	/Daniel C. Pollick/		
<b>DATE SIGNED:</b>	07/03/2023		

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**Total Attachments: 7**

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**TRADEMARK 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 July 3, 2023, is made by and among American Project & Repair, LLC, a Delaware limited liability company (the “**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 July 3, 2023 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Orion Group FM Holdings, LLC, a Delaware limited liability company (“**Borrower**”), Orion Group FM IntermediateCo, 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 has agreed, pursuant to a Guaranty and Security Agreement, dated as of July 3, 2023 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Guaranty and Security Agreement**”) by and among Borrower, Holdings, the Grantors party thereto and Agent (for the benefit of the Secured Parties), 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 Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, 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 herein 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.

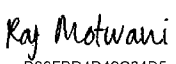
[SIGNATURE PAGES FOLLOW]

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,

**GRANTOR:**

**AMERICAN PROJECT & REPAIR, LLC**

By   
Name: Raj Motwani  
Title: Chief Financial Officer

**AGENT:**


**ACCEPTED AND AGREED**  
as of the date first above written:


**CHURCHILL AGENCY SERVICES, LLC**

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

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark/Name</u>	<u>Country/Jurisdiction</u>	<u>Status/Key Dates</u>	<u>App. No./Reg. No.</u>	<u>Full Goods/Services</u>	<u>Owner Information</u>
AMERICAN PROJECT & REPAIR	United States (Federal)	Registered, March 14, 2018 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 37 First Use: February, 2005 Filed: June 8, 2012 Registered: February 5, 2013 Register Type: Principal Register - Sec. 2(F)	RN: 4285694 SN: 85646841	Int'l Class: 37 (Int'l Class: 37) retail store construction, namely, remodeling services; building maintenance and repair	American Project & Repair, LLC
AMERICAN PROJECT & REPAIR INCORPORATED and Design 	United States (Federal)	Renewed, November 12, 2016 Office Status: Registered and Renewed Int'l Class: 37 First Use: February, 2005 Filed: January 5, 2006 Registered: May 1, 2007 Last Renewal: May 1, 2017 Register Type: Principal Register	RN: 3236451 SN: 78785648	Int'l Class: 37 (Int'l Class: 37) retail store construction, namely, remodeling services; building maintenance and repair	American Project & Repair, LLC

<p>AP&amp;R INCORPORATED and Design</p> 	<p>United States (Federal)</p>	<p>Renewed, November 12, 2016 Office Status: Registered and Renewed Int'l Class: 37 First Use: February, 2005 Filed: January 5, 2006 Registered: May 1, 2007 Last Renewal: May 1, 2017 Register Type: Principal Register</p>	<p>RN: 3236452 SN: 78785653</p>	<p>Int'l Class: 37 (Int'l Class: 37) retail store construction, namely, remodeling services; building maintenance and repair</p>	<p>American Project &amp; Repair, LLC</p>
<p>ONE CALL. CONSIDER IT DONE.</p>	<p>United States (Federal)</p>	<p>Renewed, March 17, 2017 Office Status: Registered and Renewed Int'l Class: 37 First Use: February, 2005 Filed: January 5, 2006 Registered: October 9, 2007 Last Renewal: October 9, 2017 Register Type: Principal Register</p>	<p>RN: 3306707 SN: 78785669</p>	<p>Int'l Class: 37 (Int'l Class: 37) building maintenance and repair</p>	<p>American Project &amp; Repair, LLC</p>
<p>YOUR ALL- INONE FACILITIES MANAGEMENT SOLUTION</p>	<p>United States (Federal)</p>	<p>Renewed, March 17, 2017 Office Status: Registered and Renewed Int'l Class: 37 First Use: February, 2005</p>	<p>RN: 3264415 SN: 78785663</p>	<p>Int'l Class: 37 (Int'l Class: 37) retail store construction, namely, remodeling services; building maintenance and repair</p>	<p>American Project &amp; Repair, LLC</p>

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		Filed: January 5, 2006 Registered: July 17, 2007 Last Renewal: July 17, 2017 Register Type: Principal Register			
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