

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smolyanov Home Improvement LLC		11/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5960611	WE ARE ROOFERS	
Registration Number:	5914303	VICTORSROOFING	
Registration Number:	6290805	UNDER OUR ROOF, WE TAKE CARE OF PEOPLE	
Registration Number:	6575680	V	
Serial Number:	97776617	VICTORS	
Serial Number:	97776599	VV VICTORS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030205-0668		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/08/2023		

OP \$165.00 5960611

Total Attachments: 5

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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 November 8, 2023, is made by Smolyanov Home Improvement LLC, a Delaware limited liability company (“**Smolyanov**”), and KING QUALITY CONSTRUCTION INC., a New York corporation (“**King Quality**” and, together with Smolyanov, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 8, 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 Vertex Service Partners, LLC, a Delaware limited liability company (“**Borrower**”), Vertex Service Partners Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), each other Credit Party from time to time party thereto, 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, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated, amended and restated, modified and/or supplemented from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which such 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, each 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. Each 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, 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 I hereto (but excluding any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham 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 Lanham 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.

7. Termination. This Trademark Security Agreement shall terminate upon the termination of the Guaranty and Security Agreement in accordance with its terms.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

SMOLYANOV HOME IMPROVEMENT LLC,
as a Grantor

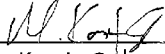
DocuSigned by:
By: Rajendra Das
C758206E8758419...
Name: Rajendra Das
Title: Chief Financial Officer

KING QUALITY CONSTRUCTION INC.,
as a Grantor

DocuSigned by:
By: Rajendra Das
C758206E8758419...
Name: Rajendra Das
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: Kort Schnabel
Title: Authorized Signatory


**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

	Grantor	Mark	Jurisdiction	Reg. No.	Reg. Date
1.	Smolyanov Home Improvement LLC	We Are Roofers	USPTO	5,960,611	January 14, 2020
2.	Smolyanov Home Improvement LLC	VictorsRoofers	USPTO	5,914,303	November 19, 2019
3.	Smolyanov Home Improvement LLC	Under our Roof, We Take Care of People	USPTO	6,290,805	March 9, 2021
4.	Smolyanov Home Improvement LLC		USPTO	6,575,680	November 30, 2021
5.	KING QUALITY CONSTRUCTION INC.	KINGWALL	USPTO	6,037,167	April 21, 2020
6.	KING QUALITY CONSTRUCTION INC	KING QUALITY	USPTO	6,134,314	August 25, 2020
7.	KING QUALITY CONSTRUCTION INC	KingQuality	USPTO	6,134,315	August 25, 2020

2. TRADEMARK APPLICATIONS

	Grantor	Mark	Jurisdiction	Serial No.	Filing Date
1.	Smolyanov Home Improvement LLC	Victors	USPTO	97776617	February 1, 2023
2.	Smolyanov Home Improvement LLC		USPTO	97776599	February 1, 2023

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