

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI122262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foundation Systems of Michigan, LLC		03/14/2024	Limited Liability Company: DELAWARE
AFS Newco, LLC		03/14/2024	Limited Liability Company: DELAWARE
Alpha Foundation Specialists, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks Georgia, LLC		03/14/2024	Limited Liability Company: DELAWARE
Independence Materials Group, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks Colorado, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks Software, LLC		03/14/2024	Limited Liability Company: DELAWARE
Gutter Systems of Michigan, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks Florida, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks Minnesota, LLC		03/14/2024	Limited Liability Company: DELAWARE
JES Columbia, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks Oklahoma, LLC		03/14/2024	Limited Liability Company: DELAWARE
Groundworks California, LLC		03/14/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Golub Capital Markets LLC, as collateral agent		
Street Address:	150 South Wacker		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		

CH \$1140.00.00 87226641

Entity Type:	Limited Liability Company: DELAWARE
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PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Serial Number:	87226641	ACCU FORCE PIER
Serial Number:	88138873	AFS
Serial Number:	88138892	AFS
Serial Number:	88138944	
Serial Number:	88138911	
Serial Number:	86542712	AFS
Serial Number:	87331286	ALPHA FOUNDATIONS
Serial Number:	87146817	AQUAGUARD FOUNDATION SOLUTIONS
Serial Number:	88138940	AQUASTOP
Serial Number:	88091244	BASEMENTGUTTER
Serial Number:	87226605	BRUTE FORCE PIER
Serial Number:	88437917	COMPLETE BASEMENT SYSTEMS
Serial Number:	88437969	COMPLETE BASEMENT SYSTEMS
Serial Number:	87569975	CONTRACTOR ON THE GO
Serial Number:	88093565	CRAWLDRAIN
Serial Number:	88091213	CRAWLSEAL
Serial Number:	87918510	DRIP FREE ALUMINUM GUTTERS
Serial Number:	88093676	ENDUROCRETE
Serial Number:	88093657	EXTREMEBLOC
Serial Number:	90315519	FLORIDA FOUNDATION AUTHORITY
Serial Number:	90315530	FLORIDA FOUNDATION AUTHORITY
Serial Number:	88093640	FREEZEGUARD
Serial Number:	87833576	GROUNDWORKS
Serial Number:	88138933	
Serial Number:	90315474	INNOVATIVE BASEMENT AUTHORITY
Serial Number:	90315462	INNOVATIVE BASEMENT AUTHORITY
Serial Number:	88091231	INTELLIBRACE
Serial Number:	88091220	INTELLIJACK
Serial Number:	87146811	KNOWN BEST FOR BEING BETTER
Serial Number:	87591791	LESS THAN EXCEPTIONAL IS NOT ACCEPTABLE
Serial Number:	88093879	LUMABRIGHT
Serial Number:	88031797	MOUNT VALLEY FOUNDATION SERVICES
Serial Number:	88031813	MOUNT VALLEY FOUNDATION SERVICES
Serial Number:	88093552	POLYRENEWAL
Serial Number:	87767544	PROLOC

Property Type	Number	Word Mark
Serial Number:	88093586	SAFEDRI
Serial Number:	88093602	SAFEDRI BATTERY BACKUP SYSTEM
Serial Number:	88138926	SETTLESTOP
Serial Number:	87226658	TERRA FORCE PIER
Serial Number:	86386010	VAPORLOC ELITE
Serial Number:	87918503	YARD GUARD
Serial Number:	88093903	YARDWELL
Serial Number:	88482111	METRO STRUCTURAL
Serial Number:	88482209	M METRO STRUCTURAL FOUNDATION REPAIR & DRAINAGE
Serial Number:	90056899	BAY AREA UNDERPINNING

CORRESPONDENCE DATA

Fax Number:

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: 2028357507

Email: JRamos@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 26203.00240

NAME OF SUBMITTER: GREG HOLLAND

SIGNATURE: GREG HOLLAND

DATE SIGNED: 03/26/2024

Total Attachments: 8

- source=06. Groundworks Refi - Trademark Security Agreement Executed#page1.tif
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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, 2024, is made by 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 Florida, LLC, Groundworks, LLC, Groundworks Minnesota, LLC, JES Columbia, LLC, Groundworks Oklahoma, LLC, and Groundworks California, 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, 2024, among Groundworks Acquisition, LLC, a Delaware limited liability company (“Holdings”), Groundworks, LLC (“Borrower”), the several lenders from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”), the Letter of Credit Issuers from time to time party thereto, Golub Capital Markets LLC, as the Term Loan Administrative Agent and the Collateral Agent, and Capital One, National Association, as the Revolving Facility Administrative Agent, the Swingline Lender and a Letter of Credit Issuer, and the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

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, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of March 14, 2024, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has 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, that is not Excluded Property.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agents, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders 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 hereby agree with the Collateral Agent, for the benefit of 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 or the Security Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants a Security Interest in all of such Grantor’s right, title and interest in, to and under the Trademarks included in the Material Registered Intellectual Property, in each case, that are not Excluded Property (including, without limitation, in, to and under those U.S. Trademark registrations and applications listed on Schedule A hereto), including 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), as the case may be, in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor 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 Collateral Agent for the benefit of 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. Each Grantor hereby authorizes and requests that the Commissioner for Patents/Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks 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 by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Applicable Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Governing Law: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers 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 FLORIDA, LLC,
GROUNDWORKS, LLC,
GROUNDWORKS MINNESOTA, LLC,
JES COLUMBIA, LLC,
GROUNDWORKS OKLAHOMA, LLC
GROUNDWORKS CALIFORNIA, LLC**
each, as a Grantor

By: 
Name: Michael Mullican
Title: Chief Financial Officer

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

**TRADEMARK
REEL: 008382 FRAME: 0504**

GOLUB CAPITAL MARKETS LLC,
as the Collateral Agent

By: _____


Name: Robert G. Tuchscherer
Title: Senior Managing Director

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	88/437,969	6248379	COMPLETE BASEMENT

Colorado, LLC			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
Foundation Systems of Michigan, LLC	M14102	M14102	DRY-MICH
Independence Materials Group, LLC	88/093,676	6195728	ENDUROCRETE
Foundation Systems of Michigan, LLC	M13375	M13375	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	88/091,231	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
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
GROUNDWORKS OKLAHOMA, LLC	88/482,111	6099046	METRO STRUCTURAL
GROUNDWORKS OKLAHOMA, LLC	88/482,209	6099047	M METRO STRUCTURAL FOUNDATION REPAIR & DRAINAGE
GROUNDWORKS CALIFORNIA, LLC	90/056,899	6298731	BAY AREA UNDERPINNING