

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BELFOR USA GROUP, INC.		07/13/2016	Corporation: COLORADO
GREENBLENDZ INC.		07/13/2016	Corporation: MICHIGAN
1800 WATER DAMAGE INTERNATIONAL, LLC		07/13/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87065595	BELFORCE	
Serial Number:	86935409	BAMCOR	
Serial Number:	86935403	BAMCOR MACHINERY REBUILDING & REPAIR SPE	
Registration Number:	4873643	SOAK SYSTEMS	
Serial Number:	86709804	FREE FROM	
Registration Number:	3688386	1-800 WATER DAMAGE	
Registration Number:	3047978	1-800 WATER DAMAGE	
Registration Number:	2982370	1-800-WATER DAMAGE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			
Phone:	(650) 251-5027		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		

CH \$215.00 87065595

Address Line 4: Palo Alto, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER: 509265/1209

NAME OF SUBMITTER: Marcela Robledo

SIGNATURE: /mr/

DATE SIGNED: 07/15/2016

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 13, 2016 is made by BELFOR USA GROUP, INC. (the “Borrower”), a Colorado corporation, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009, GREENBLENDZ INC., a Michigan corporation, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 and 1800 WATER DAMAGE INTERNATIONAL, LLC a Delaware limited liability company, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 (collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of November 3, 2006, as amended and restated as of December 4, 2007, as further amended and restated as of April 8, 2011, as further amended and restated as of April 10, 2013 and as further amended and restated on July 13, 2016, (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among BELFOR HOLDINGS INC., a Delaware corporation, BELFOR (USA) LTD., a Delaware corporation, the Borrower, BELFOR EUROPE GMBH, BELFOR (CANADA) INC., a Canadian corporation, the several banks and other financial institutions or entities from time to time parties thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, Holdings, Parent, the Borrower, and each U.S. Subsidiary Guarantor are parties to the Amended and Restated Guarantee and Collateral Agreement, dated as of July 13, 2016 (the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 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 Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grant a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of each Grantors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 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 Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

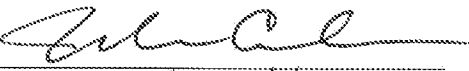
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 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.

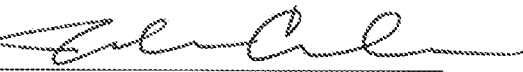
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

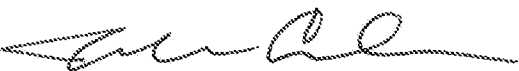
BELFOR USA GROUP, INC.,
as Grantor

By: 
Name: Joseph Ciolino
Title: Authorized Representative

GREENBLENDZ INC.,
as Grantor

By: 
Name: Joseph Ciolino
Title: Authorized Representative

1800 WATER DAMAGE INTERNATIONAL, LLC
as Grantor

By: 
Name: Joseph Ciolino
Title: Authorized Representative

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: **Wieslaw R. Sliwinski**
Title: **Authorized Officer**

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Owner	Reg. No./ App. No.
BELFORCE	Belfor USA Group Inc.	87/065,595
BAMCOR	Belfor USA Group Inc.	86/935,409
BAMCOR MACHINERY REBUILDING & REPAIR SPECIALISTS & Design	Belfor USA Group Inc.	86/935,403
SOAK SYSTEMS & Design	Belfor USA Group Inc.	4,873,643
FREE FROM	Greenblendz Inc.	86/709,804
1-800 WATER DAMAGE & Design	1800 Water Damage International, LLC	3,688,386
1-800 WATER DAMAGE & Design	1800 Water Damage International, LLC	3,047,978
1-800 WATER DAMAGE	1800 Water Damage International, LLC	2,982,370