# CH \$165.00 409776

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM485976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BLUSKY RESTORATION CONTRACTORS, LLC		08/14/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BMO HARRIS BANK N.A., as Administrative Agent
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	BANK: UNITED STATES

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4097768	BLU SKY
Registration Number:	4152453	1 FIRST AID DISASTER RESPONSE PLAN
Registration Number:	4097767	BLU SKY
Registration Number:	2899875	RESTORING YOUR FUTURE
Registration Number:	2937861	DISASTER ONE RESTORING YOUR FUTURE
Registration Number:	4797854	DISASTER ONE

### CORRESPONDENCE DATA

**Fax Number:** 3129021061

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:** 312-577-8446

**Email:** vickie.lee@kattenlaw.com

Correspondent Name: VICKIE LEE C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60637

NAME OF SUBMITTER:	VICKIE LEE
SIGNATURE:	/VICKIE LEE/
DATE SIGNED:	08/14/2018

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### **Total Attachments: 3**

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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of August 14, 2018, by BLUSKY RESTORATION CONTRACTORS, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Secured Creditors (together with its successors and assigns in such capacity, "<u>Grantee</u>").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 14, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Creditors (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Creditors, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

# BLUSKY RESTORATION CONTRACTORS, LLC, a Delaware limited liability company

Ву:	Communication of the second
Name:	Ashish B. Rughwani
Title:	President and Treasurer

Trademark Security Agreement

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# SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

	Owner of Record	Trademark	Registration No.	Filing Date	Registration Date
(A)	BluSky Restoration Contractors, LLC	<b>LESKY</b>	4097768	05/14/2010	02/14/2012
(B)	BluSky Restoration Contractors, LLC	(word and design)  FIRST AID  DISASTER RESPONSE PLAN  (word and design)	4152453	05/14/2010	06/05/2012
(C)	BluSky Restoration Contractors, LLC	BLU SKY	4097767	05/14/2010	02/14/2012
<b>(D)</b>	BluSky Restoration Contractors, LLC	RESTORING YOUR FUTURE	2899875	10/24/2003	11/02/2004
(E)	BluSky Restoration Contractors, LLC	RESTORING YOUR FUTURE (word and design)	2937861	10/24/2003	04/05/2005
(F)	BluSky Restoration Contractors, LLC	DISASTER ONE	4797854	05/14/2014	08/25/2015

**RECORDED: 08/14/2018** 

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