

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHARP, ROBBINS & POPWELL, LLC		12/20/2019	Limited Liability Company: TENNESSEE
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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88348004	SRP CONTRACTORS	
Serial Number:	88219802	SRP CONTRACTORS	
Serial Number:	88218402	SRPCONTRACTORS.COM	
Serial Number:	87707409	SRP	
Serial Number:	87703730	SRP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	12/20/2019		
Total Attachments: 3			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 20, 2019, by SHARP, ROBBINS & POPWELL, LLC, a Tennessee limited liability company ("Grantor"), 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, "Grantee").

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 Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

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 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.

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.

SHARP, ROBBINS & POPWELL, LLC, a
Tennessee limited liability company

By: _____

Name: Ashish B. Rughwani



Title: President and Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 006823 FRAME: 0315

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registration and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
SRP CONTRACTORS	88348004	3/20/19	5872761	10/1/19	Registered
 The logo for SRP CONTRACTORS features the letters 'SRP' in a large, bold, sans-serif font. Below 'SRP', the word 'CONTRACTORS' is written in a smaller, all-caps, sans-serif font. A vertical line is positioned to the left of the letters, and a horizontal line is positioned below 'SRP'.	88219802	12/6/18	5804922	7/16/19	Registered
srpcontractors.com	88218402	12/5/18	5905049	11/5/19	Registered
 The logo consists of the letters 'S', 'R', and 'P' in a large, white, sans-serif font, arranged in a descending staircase pattern from top-left to bottom-right. The letters are set against a solid black square background.	87707409	12/4/17	5508538	7/3/18	Registered
SRP	87703730	11/30/17	5508439	7/3/18	Registered