

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645505

| | | | |
|---|-------------------------------------|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMorgan Chase Bank, N.A. | | 05/07/2021 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Patch Boys International, LLC | | |
| Street Address: | 185 Oakland Avenue | | |
| Internal Address: | Suite 150 | | |
| City: | Birmingham | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48009 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4862197 | THE PATCH BOYS | |
| Serial Number: | 90576485 | EXPERT DRYWALL REPAIR SEAMLESS PATCHES, | |
| Serial Number: | 90242361 | THE PATCH BOYS | |
| Serial Number: | 90634908 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 3128622000 | | |
| Email: | rob.soneson@kirkland.com | | |
| Correspondent Name: | Rob Soneson | | |
| Address Line 1: | 300 N LaSalle | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 26241-15-RFS | | |
| NAME OF SUBMITTER: | Rob Soneson | | |
| SIGNATURE: | /rsoneson/ | | |
| DATE SIGNED: | 05/10/2021 | | |

CH \$115.00 4862197

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 7, 2021, between the undersigned (the “Grantor”), and JPMORGAN CHASE BANK, N.A., as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, BELFOR HOLDINGS, INC., a Delaware corporation (the “Borrower Representative”), BELFOR USA GROUP, INC., a Colorado Corporation (the “BELFOR USA”), BELFOR EUROPE GMBH, a German corporation (the “German Borrower”), BELFOR (CANADA) INC., a Canadian corporation, (the “Canadian Borrower” and, together with the Borrower Representative, BELFOR USA and the German Borrower, the “Borrowers”), ASP BF INTERMEDIATE SUB LLC, a Delaware limited liability company (“Holdings”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and JPMORGAN CHASE BANK, N.A., as Collateral Agent and Administrative Agent, are parties to that certain First Lien Credit Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain First Lien Security Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “First Lien Security Agreement”), among the Borrower Representative, the Borrowers, Holdings, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this First Lien Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the First Lien Security Agreement, the Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

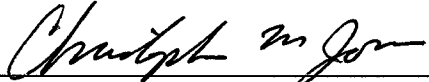
Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the First Lien Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as the Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this First Lien Trademark Security Agreement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]

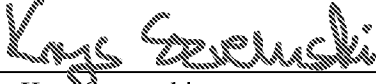
IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PATCH BOYS INTERNATIONAL, LLC, a Delaware
limited liability company, as a Grantor

By: 
Name: Christopher M. Jones
Title: Authorized Representative

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Krys Szremski
Title: Executive Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007286 FRAME: 0924



Schedule 1
to First Lien Trademark Security Agreement

TRADEMARKS

Trademark Registrations

| <u>Grantor</u> | <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------------------------|----------------|-------------------------|--------------------------|
| Patch Boys International, LLC | THE PATCH BOYS | 4862197 | December 1, 2015 |

Trademark Applications

| <u>Grantor</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Application Date</u> |
|-------------------------------|---|-------------------|-------------------------|
| Patch Boys International, LLC | EXPERT DRYWALL REPAIR SEAMLESS PATCHES, SUPERIOR SERVICE | 90576485 | March 12, 2021 |
| Patch Boys International, LLC |  | 90242361 | October 8, 2020 |
| Patch Boys International, LLC |  | 90634908 | April 9, 2021 |