

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Empower Construction LLC		09/01/2021	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	602 Office Center Drive		
<b>Internal Address:</b>	Suite 100 (PFW055, Attn: Bruce Morgan/Eric Ritter)		
<b>City:</b>	Fort Washington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19034		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90792247	EMPOWER CONSTRUCTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (116280-01067)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01067		
<b>NAME OF SUBMITTER:</b>	Timothy D Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	09/01/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2021 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among EMPOWER CONSTRUCTION LLC, a Pennsylvania limited liability company (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A. (the "Lender").

Reference is made to (a) the Credit Agreement, dated as of September 1, 2021 among the Borrower, the Lenders party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of September 1, 2021, by and among the Grantors party thereto and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns) a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3        Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4        Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5.        Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.


**EMPOWER CONSTRUCTION LLC**

By:   
Name: WILLIAM BOWIE  
Title: PRESIDENT

CITIZENS BANK, N.A., as Lender

By:   
Name: Eric Ritter  
Title: Senior Vice President

SCHEDULE I  
TRADEMARKS

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
 <b>EMPOWER</b> <small>CONSTRUCTION</small>	USA	Empower Construction LLC	(6/24/2021)	(90792247)