

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Waterproofing, LLC		11/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidelity Direct Lending LLC, as Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88261010	HERO	
Serial Number:	86628660	YOUR BASEMENT SEEPAGE SOLUTION	
Serial Number:	85902380	A BETTER BASEMENT STARTS WITH US	
Serial Number:	85559156	FOREVER FLOW	
Serial Number:	73344019	U.S. WATERPROOFING	
Serial Number:	73726147	U. S. WATERPROOFING	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	11/03/2022		

CH \$165.00 88261010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 3, 2022 by U.S. Waterproofing, LLC, a Delaware limited liability company ("Grantor"), in favor of Fidelity Direct Lending LLC, as Agent for the Lenders party to the Credit Agreement referenced below (in such capacity, "Grantee").

WITNESSETH

WHEREAS, USW Intermediate II, LLC, a Delaware limited liability company ("Holdings"), USW Buyer, LLC, a Delaware limited liability company ("Borrower"), the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Grantee, in its capacity as Agent for such Lenders, dated as of November 3, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of November 3, 2022, by among Grantee, Holdings and Borrower in their capacities as Grantors thereunder, the undersigned Grantor and the other Grantors party thereto from time to time (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the "Guarantee and Collateral Agreement"), Grantor has collaterally assigned and transferred to Grantee, and granted to Grantee, for the ratable benefit of the Lenders and their respective affiliates (as provided in the Guarantee and Collateral Agreement), a security interest in all of its rights, title and interests to its Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Incorporation of Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and complete performance of the Obligations, Grantor hereby grants to Grantee, for the ratable benefit of Lenders and their respective affiliates, and hereby reaffirms its prior grant pursuant to the Guarantee and

Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to 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 created, acquired or arising:

a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or otherwise, and all common-law rights related thereto, including any of the foregoing referred to on Schedule A attached hereto; and

b. the right to obtain all renewals thereof.

4. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable law, the Trademark Collateral shall not include any "intent-to-use" applications for Trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed with and accepted by the United States Patent and Trademark Office, and any other Intellectual Property in any jurisdiction where such pledge or security interest would cause the invalidation or abandonment of such Intellectual Property under applicable law, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

5. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Obligations. Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, immediately execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts, when taken together, shall constitute but one and the same Agreement. Receipt by facsimile or other electronic transmission (including "pdf") of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

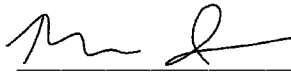
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

U.S. WATERPROOFING, LLC, a Delaware limited liability company

By: 
Name: Matthew Stock
Title: Chief Executive Officer


Agreed and Accepted
As of the Date First Written Above:

FIDELITY DIRECT LENDING LLC,
as Agent and Grantee

By: 
Name: Therese Icuss
Title: Treasurer

Schedule A

Trademark and Trademark Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date
HERO	88261010	1/14/19	6075881	6/09/20
YOUR BASEMENT SEEPAGE SOLUTION	86628660	5/13/15	4971988	6/07/16
A BETTER BASEMENT STARTS WITH US	85902380	4/12/13	4552934	6/17/14
FOREVER FLOW	85559156	3/02/12	4262601	12/18/12
	73344019	12/31/81	1266589	2/07/84
U. S. WATERPROOFING	73726147	5/02/98	1515806	12/06/88