

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1205296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4M Building Solutions, LLC		04/30/2024	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Company Name:	UMB Bank, N.A.		
Street Address:	333 S. Grand Ave., Suite 2200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5694869	SG360	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	2136175493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Julie Cravitz		
Address Line 1:	Sheppard, Mullin		
Address Line 2:	333 S. Hope St., 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	13EB-375107		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	Julie Cravitz		
DATE SIGNED:	05/14/2024		
Total Attachments: 5			
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INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LIENS AND RIGHTS GRANTED TO THE LENDER PURSUANT TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE LENDER HEREUNDER OR THEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “IP Security Agreement”) is made as of April 30, 2024, between **4M BUILDING SOLUTIONS, LLC**, a Missouri limited liability company (“Grantor”) and **UMB BANK, N.A.** (together with its successors and assigns, the “Lender”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 15, 2023, among Grantor, certain other Loan Parties (as defined therein) and Lender (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Lender has agreed, subject to the terms and conditions set forth therein, to make certain Loans to Grantor;

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor executes and delivers this IP Security Agreement to Lender; and

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Grantor pursuant to the Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure all of Grantor’s Obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to all Intellectual Property (as defined in the Loan Agreement) rights held by Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property and any Excluded Property (as defined in the Loan Agreement) (the “IP Collateral”):

(a) the trademark registration set forth on Schedule A attached hereto, including, and goodwill of the business associated with the use of and symbolized thereby (“Trademark”);

(b) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(c) any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(d) any and all proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Commissioner of Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of Lender in the IP Collateral.

3. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) Grantor shall be permitted to control and manage the IP Collateral, including the right to exclude others from using the IP Collateral, in the same manner and with the same effect as if this IP Security Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

8. Governing Law; Venue.

(a) THIS IP SECURITY AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS IP SECURITY AGREEMENT AND OF ANY PROVISION OF THIS IP SECURITY AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA NOT INCLUDING CONFLICTS OF LAWS RULES.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EACH OF GRANTOR AND LENDER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF GRANTOR AND LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE COLLATERAL.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

4M BUILDING SOLUTIONS, LLC,
a Missouri limited liability company

By: 

Name: Sean Darin

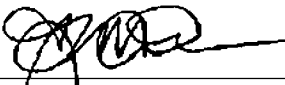
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008429 FRAME: 0340

LENDER:

UMB BANK, N.A.

By: 
Name: John Watkins
Title: Senior Vice President

SCHEDULE A

TRADEMARK

Trademark	Jurisdiction	Status	Reg. No. / Serial No.	Services
<u>SG360</u>	United States (Federal)	Registered, March 12, 2019 Int'l Class: 37 First Use: March 31, 2017 Filed: February 21, 2018 Register Type: Principal Register	RN: 5694869 SN: 87805100	Int'l Class: 37 Janitorial services

SMRH:4860-0464-0698.1

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