

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5557848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ALACRITY RENOVATION SERVICES, LLC	06/03/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT	
<b>Street Address:</b>	500 WEST MONROE STREET	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60661	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15844134	
<b>Patent Number:</b>	8533063	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
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<b>ATTORNEY DOCKET NUMBER:</b>	31031.0232(1L)	
<b>NAME OF SUBMITTER:</b>	DANIELLE RIVERA	
<b>SIGNATURE:</b>	/Danielle Rivera/	
<b>DATE SIGNED:</b>	06/05/2019	
<b>Total Attachments: 6</b>		
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**PATENT**

**REEL: 049384 FRAME: 0828**

FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of June 3, 2019 (this "Patent Security Agreement"), is made by Alacrity Renovation Services, LLC, a Delaware limited liability company ("Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 3, 2019 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement")), by and among KWOR Acquisition, Inc., a Delaware corporation (the "Borrower"), KWOR Intermediate II, Inc., a Delaware corporation ("Holdings"), the other Persons party hereto that are designated as a "Credit Party", Antares Capital LP, as administrative agent and collateral agent for the several financial institutions from time to time party to this Patent Security Agreement (collectively, the "Lenders" and individually each a "Lender"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of June 3, 2019 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the First Lien Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1.     Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable, and the rules of construction and other interpretive provisions applicable thereto (including with respect to terms defined in the preamble and recitals hereto), shall apply to this Patent Security Agreement.

Section 2.     Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a continuing Lien

on and security interest in, all of its rights, titles and interests in, to and under the following Collateral of Grantor, in each case, whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the term “Patent Collateral” shall not include the Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 terms of this Patent Security Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in

contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 7.     Expenses. To the extent the Borrower would be required to do so pursuant to Section 9.5 of the Credit Agreement (whether or not then in effect) or any comparable provisions of any Additional First Lien Agreement, Grantor agrees to reimburse the Agent for its expenses in connection with this Patent Security Agreement, including fees, expenses and other charges and disbursements of counsel for the Agent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

**Alacrity Renovation Services, LLC,**  
as Grantor

By:   
Name: Jim Pearl  
Title: President and Chief Executive Officer

Accepted and Agreed:

**ANTARES CAPITAL LP**, as First Lien Agent

By:   
Name: Meenal Mehta  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
FIRST LIEN PATENT SECURITY AGREEMENT  
Patent Registrations

1. REGISTERED PATENTS

Patent Title	Patent # (Filing No. / Application No.)	Filing Date	Owner
Methods and system for making a project available for bidding to a plurality of qualified potential bidders	8,533,063 / 12/228,883	08/15/2008	Alacrity Renovation Services, LLC
Data Processing System And Method	15/844,134	12/15/2017	Alacrity Renovation Services, LLC

2. PATENT APPLICATIONS

N/A