

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENVIRONMENTS FOR HEALTH HOLDINGS, LLC		04/13/2016	Limited Liability Company: DELAWARE
ENVIRONMENTS FOR HEALTH, LLC		04/13/2016	Limited Liability Company: DELAWARE
MORRISSWITZER-ENVIRONMENTS FOR HEALTH, LLC		04/13/2016	Limited Liability Company: VERMONT
ASCENSION GROUP ARCHITECTS, L.P.		04/13/2016	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Banking Corporation: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3483601	MORRISSWITZER
Registration Number:	3494933	ENVIRONMENTS FOR HEALTH
Registration Number:	3925001	
Registration Number:	4563090	MORRIS SWITZER ENVIRONMENTS FOR HEALTH

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Phone: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

CH \$115.00 3483601

ATTORNEY DOCKET NUMBER:	40180.00.0098-LIMBERT
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	04/22/2016

Total Attachments: 7

source=Amended and Restated Patent and Trademark Security Agreement#page1.tif
source=Amended and Restated Patent and Trademark Security Agreement#page2.tif
source=Amended and Restated Patent and Trademark Security Agreement#page3.tif
source=Amended and Restated Patent and Trademark Security Agreement#page4.tif
source=Amended and Restated Patent and Trademark Security Agreement#page5.tif
source=Amended and Restated Patent and Trademark Security Agreement#page6.tif
source=Amended and Restated Patent and Trademark Security Agreement#page7.tif

**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 13th day of April, 2016 by and among (i) ENVIRONMENTS FOR HEALTH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), (ii) ENVIRONMENTS FOR HEALTH, LLC, a Delaware limited liability company ("Intermediate"), (iii) MORRISSWITZER-ENVIRONMENTS FOR HEALTH, LLC, a Vermont limited liability company ("Morris Switzer") and (iv) immediately following the consummation of the Related Transaction (as defined in the Credit Agreement referenced below), ASCENSION GROUP ARCHITECTS, L.P., a Texas limited partnership, to be converted to Ascension Group Architects, LLC, a Delaware limited liability company, immediately following the Related Transaction ("Ascension", and together with Holdings, Intermediate and Morris Switzer, individually and collectively referred to herein as the "Company" or "Grantors"), in favor of THE PRIVATEBANK AND TRUST COMPANY (in its individual capacity, "PrivateBank"), as administrative agent for the Lenders (as defined in the Credit Agreement) party to the Credit Agreement (as hereinafter defined) (in such capacity, together with its successors, "Administrative Agent"):

WITNESSETH:

WHEREAS, Company and/or its affiliates have entered into a certain Amended and Restated Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders;

WHEREAS, each Grantor has entered into a certain Amended and Restated Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral 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. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

3. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Patent and Trademark Security Agreement dated as of June 30, 2015 by certain of the Grantors in favor of Administrative Agent (the "Original Security Agreement"). If there is any conflict or discrepancy between the provisions of the Original Security Agreement and this Agreement, the terms and provisions of this Agreement shall prevail. This Agreement shall constitute an amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the pledge and grant of a security interest in the Collateral by, and the covenants and obligations of, Grantors under the Original Security Agreement.

(Signature Page Follows)

(Signature Page to Amended and Restated Patent and Trademark Security Agreement)

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

GRANTORS:

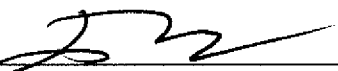
ENVIRONMENTS FOR HEALTH HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: Jason Van Zant
Its: Vice President

ENVIRONMENTS FOR HEALTH, LLC, a Delaware limited liability company

By: 
Name: Jason Van Zant
Its: Vice President

MORRISSWITZER-ENVIRONMENTS FOR HEALTH, LLC, a Vermont limited liability company

By: 
Name: Jason Van Zant
Its: Vice President

ASCENSION GROUP ARCHITECTS, L.P., a Texas limited partnership, to be converted to Ascension Group Architects, LLC, a Delaware limited liability company, immediately following the Related Transaction

By: 
Name: Jason Van Zant
Its: Vice President

intending and confirming by this signature to join this Agreement as "Company" and "Loan Party" immediately following the consummation of the Related Transaction

(Signature Page to Amended and Restated Patent and Trademark Security Agreement)

Acknowledged:

**ADMINISTRATIVE AGENT, ISSUING
LENDER AND A LENDER:**

**THE PRIVATEBANK AND TRUST
COMPANY, as Administrative Agent,
Issuing Lender and a Lender**



By:

Name: Michael T. Harris

Its: Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
MorrisSwitzer	N/A	3,483,601	N/A	August 12, 2008
Environments for Health	N/A	3,494,933	N/A	September 2, 2008
	N/A	3,925,001	N/A	March 1, 2011
	N/A	4,563,090	N/A	July 8, 2014

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

None.