

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476517

<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>
METRO TECH SERVICE, LLC		05/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK, N.A.		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Banking Association: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4248241	METROTECH	
<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>			
<b>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	18588.515005		
<b>NAME OF SUBMITTER:</b>	Sally Sexton		
<b>SIGNATURE:</b>	/sally sexton/		
<b>DATE SIGNED:</b>	06/04/2018		
<b>Total Attachments: 5</b>			
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OP \$40.00 4248241

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 31, 2018, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of and accepted and agreed to by CITIZENS BANK, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Credit Agreement"), by and among METRO TECH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Grantor, the several banks and other financial institutions or entities from time to time party thereto (the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has, pursuant to a Guarantee and Collateral Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Collateral Agreement"), among Holdings, the Grantor, the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time party hereto, and Agent, granted a security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) to the Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of such Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise, as set forth in the Credit Agreement) of the Obligations of such Grantor, hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademarks, including, without limitation, those trademarks registered to such Grantor referred to on Schedule I hereto, and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) 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 notwithstanding any of the other provisions set forth in this Section 2 or elsewhere in this Agreement, the security interest granted under this Agreement shall not constitute a grant of a security interest in any Excluded Property (as defined in the Collateral Agreement).

Section 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

Section 4. Termination. Upon the occurrence of the Termination Date (as defined in the Collateral Agreement), the lien and security interest in the Trademark Collateral under this Agreement shall be automatically released in accordance with the terms of the Collateral Agreement and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form evidencing such release.

Section 5. Counterparts. This 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective legal delivery thereof and shall be deemed an original signature hereunder for all purposes.

Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

**GRANTOR:**

**METRO TECH SERVICE, LLC,**  
a Delaware limited liability company

By: 

Name: Seth Deutsch

Title: Chief Executive Officer

**ACCEPTED AND AGREED**  
as of the date first above written:


**CITIZENS BANK, N.A.,**  
as Agent

By: Aman Patel  
Name: Aman Patel  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

1. Registered Trademarks:

<u>Trademarks - Title</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Credit Party</u>
METROTECH  <b>MetroTech</b>	85190618	4248241	Metro Tech Service, LLC

2. Trademark Applications

N/A.