OP \$115.00 5017934

ETAS ID: TM608440

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intren, LLC		11/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	5017934	L2CMS	
Registration Number:	3677480	INTREN	
Registration Number:	4009896	INTREN	
Registration Number:	4928733	L2 CONSTRUCTION MANAGEMENT SOLUTIONS	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye (074658-17029 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-17029	
NAME OF SUBMITTER:	Timothy D. Pecsenye	
SIGNATURE:	/Timothy D. Pecsenye/	
DATE SIGNED:	11/12/2020	

TRADEMARK REEL: 007104 FRAME: 0785

Total Attachments: 6

source=2020 Transaction - Trademark Security Agreement (Intren)#page1.tif

source=2020 Transaction - Trademark Security Agreement (Intren)#page2.tif

source=2020 Transaction - Trademark Security Agreement (Intren)#page3.tif

source=2020 Transaction - Trademark Security Agreement (Intren)#page4.tif

source=2020 Transaction - Trademark Security Agreement (Intren)#page5.tif

source=2020 Transaction - Trademark Security Agreement (Intren)#page6.tif

TRADEMARK REEL: 007104 FRAME: 0786

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>") is made as of this 9th day of November, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, together with their respective permitted successors and assigns, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and PNC Bank, National Association, in its capacity as agent for the below-defined Lenders (together with its successors and assigns in such capacity, "<u>Agent</u>").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Intren Holdings, LLC, a Delaware limited liability company ("Holdings"), Intren, LLC, an Illinois limited liability company ("Intren", together with Holdings and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers"), Union Real Estate, LLC, an Illinois limited liability company "Union", together with each other Person joined thereto as a guarantor from time to time, collectively, the "Guarantors"), the financial institutions or other entities which are now or which hereafter become a party thereto (together with their respective successors and assigns, collectively, the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement.

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of such Grantor's trademarks, trademark applications, service marks, service mark applications, trade names, trade styles, domain name, mask works and associated goodwill (collectively, "<u>Trademarks</u>"), including, without limitation, those referred to on <u>Schedule I</u> hereto;
- (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

-1-

- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing or any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.
- 4. <u>CREDIT AGREEMENT</u>. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein
- 5. <u>REGISTRATION/FILING</u>. The Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office (the "<u>USPTO</u>").
- AUTHORIZATION TO SUPPLEMENT. If any Grantor shall acquire rights, title or interest to any registered Trademarks or applications to register Trademarks that are new Trademark Collateral, each Grantor hereby covenants and agrees to deliver to Agent promptly, but in no event later than thirty (30) days after acquiring such new Trademark Collateral, a new Trademark Security Agreement (a "New Agreement") listing all such newly acquired Trademark Collateral on Schedule I thereto, which such New Agreement shall be filed and recorded with the USPTO. Regardless of whether any New Agreement is delivered by Grantors, and without limiting the generality of the provisions of Section 2 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Trademark Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder. In the event that any Grantor acquires any such new Trademark Collateral but Grantors fail for whatever reason to promptly execute and deliver a New Agreement to Agent pursuant to this Section 6, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 7 below, to at any time thereafter execute in the name of such Grantor an applicable New Agreement with respect to such newly acquired Trademark Collateral and to file the same with the USPTO.
- 7. <u>POWER OF ATTORNEY</u>. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) subject to Section 6 hereof, to execute and endorse on behalf of and in the name of such Grantor a New Agreement

-2-

or other security agreement or similar document or instrument which Agent may deem necessary in order to create, protect or perfect the security interest provided for herein in the Trademark Collateral and in each case to file or record any such New Agreement or other security agreement or similar document or instrument with the USPTO in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default beyond the expiration of any applicable grace or cure periods, subject to Section 11 of the Credit Agreement, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the USPTO in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been paid in full in immediately available funds and satisfied and all of the commitments under the Credit Agreement have been terminated

- 8. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.
- 9. <u>CONSTRUCTION</u>. Section 1.4 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.
- 10. <u>GOVERNING LAW</u>. Section 16.1 of the Credit Agreement is hereby incorporated herein, *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]

-3-

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

GRANTORS:

INTREN, LLC

By:

Name: Sherina Maye Edwards

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Jenna M. Shah

Title: Vice President

SCHEDULE I

to

Trademark Security Agreement

Trademarks:

RECORDED: 11/12/2020

Trademark	Country	Registration No.	Registration Date	Status	Owner Name
L2CMS	USA	5017934	08/09/16	Registered	Intren LLC
Intren	USA	3677480	09/01/09	Registered	Intren LLC
Intren	USA	4009896	08/09/11	Registered	Intren LLC
L2 Construction Management Solutions	USA	4928733	03/29/16	Registered	Intren LLC

TRADEMARK REEL: 007104 FRAME: 0792