

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QC Oregon Contracting, LLC		05/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6495359	ENERGY CONSERVATION INSULATION	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	2127562132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.2037		
NAME OF SUBMITTER:	Scott Kareff (014951.2037)		
SIGNATURE:	/rr for sk/		
DATE SIGNED:	05/02/2022		
Total Attachments: 3			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

May 1, 2022

WHEREAS, QC Oregon Contracting, LLC (the “Grantor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated February 12, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Cerberus Business Finance, LLC, as the collateral agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the “Collateral Agent”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral” in each case, for the avoidance of doubt, excluding any Excluded Asset (as defined in the Security Agreement)), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

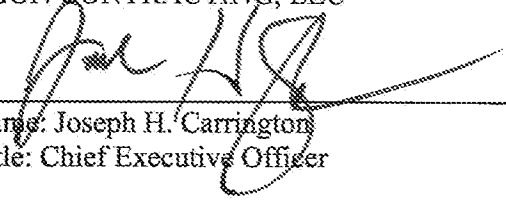
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Notice to be duly executed by its officer thereunto duly authorized as of the date first written above.

QC OREGON CONTRACTING, LLC

By: _____


Name: Joseph H. Carrington
Title: Chief Executive Officer

Trademark Security Agreement