

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI263712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tradesmen International, LLC		05/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3105596	TOTAL LABOR SUPPORT	
Registration Number:	2621332	TRADESMEN INTERNATIONAL	
Registration Number:	2500426	TRADESMEN INTERNATIONAL	
Registration Number:	4383312	PRODUCTIVITY IS OUR PRIORITY	
Registration Number:	6221095	TRADESMENDIRECT	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	(949)451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	95572-00001		
NAME OF SUBMITTER:	STEPHANIE KANN		
SIGNATURE:	STEPHANIE KANN		
DATE SIGNED:	05/29/2024		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement**, dated as of May 28, 2024, by TRADESMEN INTERNATIONAL, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Term Loan Security Agreement, dated as of May 28, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), *inter alios*, in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.


[Signature pages follow.]

TRADESMEN INTERNATIONAL, LLC, as the Grantor

By: DocuSigned by:
Brian Van Horn

Name: Brian Van Horn
Title: Chief Financial Officer

**WILMINGTON SAVINGS FUND SOCIETY, FSB, as
Collateral Agent**

By: 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule I

Trademark Registrations and Applications

Registered Owner/ Applicant/ Grantor	Name of Trademark	Application / Registration Number
Tradesmen International, LLC	TOTAL LABOR SUPPORT	3,105,596
Tradesmen International, LLC	TRADESMEN INTERNATIONAL [AND DESIGN]	2,621,332
Tradesmen International, LLC	TRADESMEN INTERNATIONAL	2,500,426
Tradesmen International, LLC	PRODUCTIVITY IS OUR PRIORITY	4,383,312
Tradesmen International, LLC	TRADESMENDIRECT	6,221,095