

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	National Technical Systems, Inc.		11/22/2013
	NTS Technical Systems		11/22/2013
			Entity Type
			CORPORATION: CALIFORNIA
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
	Property Type	Number	Word Mark
	Serial Number:	76445945	NTS
	Serial Number:	85175867	NTS
	Serial Number:	77919869	SMART SOLUTIONS TO TOUGH CHALLENGES
	Serial Number:	85470826	WE ENGINEER SUCCESS
	Serial Number:	85976787	WE ENGINEER SUCCESS
	Serial Number:	76446472	NTS
	Serial Number:	73314162	NTS
	Serial Number:	76142040	NEBS NTS CERTIFIED
	Serial Number:	75462550	NTS
	Serial Number:	78454970	SIMPLIFYING THE WORLD OF COMPLIANCE
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 76445945

*via US Mail.*

Phone: 312.863.7266  
Email: justin.debruyne@goldbergkohn.com  
Correspondent Name: Justin DeBruyne  
Address Line 1: c/o Goldberg Kohn, 55 E Monroe St.  
Address Line 2: Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.048
NAME OF SUBMITTER:	Justin DeBruyne
Signature:	/justin debruyne/
Date:	11/22/2013

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 22, 2013, by and among NATIONAL TECHNICAL SYSTEMS, INC., a California corporation, and NTS TECHNICAL SYSTEMS, a California corporation (each, a "Grantor", and collectively, the "Grantors"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by and among Grantors, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Borrowers;

WHEREAS, as a condition to the availability of the Loans and other financial accommodations under the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantors execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof by and among Grantors, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, each Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement and/or Credit Agreement, as applicable.

SECTION II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto together with any goodwill associated therewith, and all proceeds and products thereof.

SECTION III. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

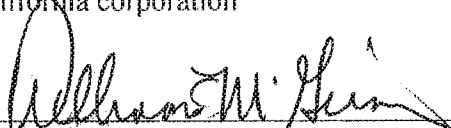
SECTION IV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission (including, ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION V. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

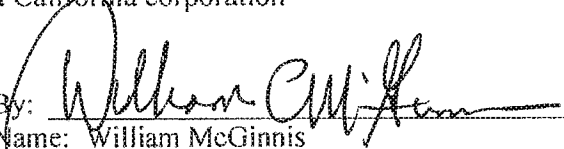
**[Signature Pages Follow]**

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.

NATIONAL TECHNICAL SYSTEMS, INC.,  
a California corporation

By:   
Name: William McGinnis  
Title: Chief Executive Officer and President

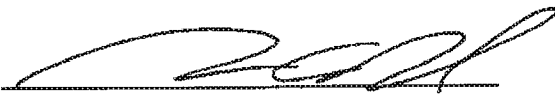
NTS TECHNICAL SYSTEMS,  
a California corporation

By:   
Name: William McGinnis  
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson  
Title: Managing Director

Schedule A

Registered Trademarks

<b>Trademark Name</b>	<b>Owner</b>	<b>Class(es)</b>	<b>Serial No.</b>	<b>Registration No.</b>
NTS and Design	National Technical Systems, Inc.	42	76,445,945	2,771,233
NTS Logo	National Technical Systems, Inc.	35 & 42	85,175,867	4,007,652
Smart Solutions to Tough Challenges	National Technical Systems, Inc.	35 & 42	77,919,869	3,913,028
We Engineer Success	National Technical Systems, Inc.	42	85,470,826	4,220,844
We Engineer Success	National Technical Systems, Inc.	35	85,976,787	4,210,222
NTS and Design	National Technical Systems, Inc.	35	76,446,472	2,729,044
NTS and Design	National Technical Systems, Inc.	42	73,314,162	1,199,986
NTS NEBS CERTIFIED and Design	National Technical Systems, Inc.	Class A Certification Mark	76,142,040	2,714,124
NTS and Design	National Technical Systems, Inc.	Class A Certification Mark	75,462,550	2,530,147
SIMPLIFYING THE WORLD OF COMPLIANCE	NTS Technical Systems	42	78,454,970	3,265,746