

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

<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>
Cleveland Integrity <del>Systems</del> <sup>Services</sup> , Inc.		12/17/2013	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Mezzanine Fund LLLP, as Agent		
<b>Street Address:</b>	3600 Glenwood Avenue, Suite 104		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4025897	CIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774688		
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>Signature:</b>	/Carole Dobbins/		
<b>Date:</b>	12/19/2013		

**Total Attachments: 5**

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**RECEIPT INFORMATION**

**ETAS ID:** TM290034  
**Receipt Date:** 12/19/2013  
**Fee Amount:** \$40

THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE INDEBTEDNESS EVIDENCED THEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 17, 2013 AMONG APPLIED CONSULTANTS, INC., A TEXAS CORPORATION, CENTRAL NDT, INC., AN OKLAHOMA CORPORATION, CLEVELAND INTEGRITY SERVICES, INC., A OKLAHOMA CORPORATION, EACH OF THE SUBSIDIARY GUARANTORS SIGNATORY HERETO, TRIANGLE MEZZANINE FUND LLLP, EACH OTHER SUBORDINATED CREDITOR PARTY THERETO, AND GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2013, is made between Cleveland Integrity Systems, Inc., an Oklahoma corporation ("CIS") (the "Grantor") in favor of Triangle Mezzanine Fund LLLP ("Triangle"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Senior Subordinated Credit Agreement, dated as of December 17, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers from time to time party thereto, the Borrower Representative, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, and Triangle, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement by execution and delivery of a Joinder Agreement of even date herewith 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 Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

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

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

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(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.

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

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of law principles that would cause the application of the laws of any other jurisdiction.

Section 7. Subordination Agreement. For so long as the Subordination Agreement remains in effect, the parties further agree as follows:

(a) Until the repayment in full of the Senior Indebtedness, any covenant under this Trademark Security Agreement requiring (or any representation or warranty hereunder to the extent that it would have the effect of requiring) the delivery of possession or control to Agent of any Collateral shall be deemed to have been satisfied (or, in the case of any representation and warranty, shall be deemed to be true) if such possession or control shall have been delivered to the Senior Agent or any holder of Senior Indebtedness (with Senior Agent or such holder serving as bailee and custodian for Agent during its possession or control of such Collateral in accordance with the Subordination Agreement) and such holder thereafter maintains such possession or control for so long as this Trademark Security Agreement would otherwise require the Grantor to cause Agent to be in such possession or control.

(b) Notwithstanding any other provision of this Trademark Security Agreement, the Grantor agrees that the turnover of any Collateral to any holder of Senior Indebtedness in accordance with the Subordination Agreement shall not constitute the application of such proceeds to, or the discharge of, any Obligations secured hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

Very truly yours,

**CLEVELAND INTEGRITY SERVICES, INC.**  
as Grantor

By: 

Name: Louis Berezovsky

Title: Chief Financial Officer

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

**TRADEMARK**  
**REEL: 005180 FRAME: 0302**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
CLEVELAND INTEGRITY SERVICES, INC.	CIS	United States	85243823	02/16/2011	4025897	09/13/11

Trademark Applications

None.