

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIND RIVER ENVIRONMENTAL, LLC		07/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CRESCENT DIRECT LENDING, LLC, AS AGENT		
Street Address:	One Post Office Square, 36th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2482265	WIND RIVER ENVIRONMENTAL	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22283/007		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	07/03/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 3, 2014 ("Trademark Security Agreement"), among WIND RIVER ENVIRONMENTAL, LLC., a Delaware limited liability company (the "Grantor"), in favor of CRESCENT DIRECT LENDING, LLC (the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of July 3, 2014, by and among WRE MERGER SUB, LLC, a Delaware limited liability company (the "Acquisition Sub"), WIND RIVER ENVIRONMENTAL, LLC., a Delaware limited liability company ("Wind River", and together with Acquisition Sub, the "Borrower"), WIND RIVER HOLDING CORP., a Delaware corporation, as parent, the Lenders party thereto (the "Lenders"), and Crescent Direct Lending, LLC as administrative agent and collateral agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to establish a revolving credit facility and to extend a term loan to the Borrower;

WHEREAS, it is a condition precedent to the Lenders' making any loans or other extensions of credit to the Borrower under the Credit Agreement that the Grantor executes and delivers to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which Grantor has granted to the Agent, on behalf of the Lenders, a security interest in certain of such Grantor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, Grantor will obtain substantial direct and indirect financial and other benefits from the loans and other extensions of credit from time to time made or to be made the Lender to the Borrowers pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, Grantor desires to enter into this Trademark Security Agreement and also in order to induce the Lender to make the loans and other extensions of credit to the Borrower under the Credit Agreement and the other Loan Documents; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, in not defined therein, in the Credit 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 such Grantor, hereby grants to the Agent, for the benefit of each Lender, a Lien on and security interest (the "Security Interest") in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademarks (each, a "Trademark"), including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 5. Authorization to Supplement. Grantor shall give Agent prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to the Security Interest hereunder.

Section 7. 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 8. 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 LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 20, 21 and 22 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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.

WIND RIVER ENVIRONMENTAL, LLC

By:



Name: Nathan Bernstein

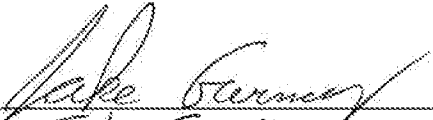
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

AGENT:

CRESCENT DIRECT LENDING, LLC

By: 
Name: Jake Garmey
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005315 FRAME: 0957

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Application No.	Filing Date	Registration No.	Registered	Owner
WIND RIVER ENVIRONMENTAL	76109583	8/28/01 (renewed on 1/24/11)	2482265	USPTO	Wind River Environmental, LLC

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