

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337226

<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>
System One Holdings, LLC		08/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation, as Administrative and Collateral Agent		
<b>Street Address:</b>	10 East 40th Street, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1535678	JOULE'	
<b>Registration Number:</b>	1228724	JOULE	
<b>Registration Number:</b>	2002828	JOULE	
<b>Registration Number:</b>	2008064		
<b>Registration Number:</b>	2025155	JOULE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	dcassinelli@proskauer.com		
<b>Correspondent Name:</b>	Diane Cassinelli		
<b>Address Line 1:</b>	c/o Proskauer Rose LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	59297/022		
<b>NAME OF SUBMITTER:</b>	Diane Cassinelli		
<b>SIGNATURE:</b>	/Diane Cassinelli/		
<b>DATE SIGNED:</b>	04/03/2015		
<b>Total Attachments: 9</b>			

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## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement, executed the 30<sup>th</sup> day of August, 2013, to be effective as of August 30, 2013 (the "Effective Date"), is made by System One Holdings, LLC, a Delaware limited liability company ("System One" or the "Borrower"), Utility Partners of America, LLC, a Delaware limited liability company ("UPA"), System One Inspection & Testing Services, LLC, a Delaware limited liability company ("System One Inspection"), System One VMS, LLC, a Delaware limited liability company ("VMS") and All Systems Holding LLC, a Delaware limited liability company ("Holdings") (UPA, System One Inspection, VMS and Holdings are each, a "Guarantor" and collectively, the "Guarantors") (the Borrower and the Guarantors are each a "Grantor" and collectively, the "Grantors"), for the benefit of Prospect Capital Corporation, as administrative and collateral agent for the Lenders (as defined in the Credit Agreement (as hereinafter defined)) (in such capacity, together with its successors and assigns, the "Agent") (this "Security Agreement").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Term Loan Credit and Security Agreement, dated December 31, 2012 (as amended by that certain First Amendment to Term Loan Credit and Security Agreement, dated as of April 22, 2013, that certain Second Amendment to Term Loan Credit and Security Agreement, dated as of August 30, 2013 and as may be further amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Borrower, the Guarantors party thereto, the Lenders party thereto and the Agent, the Lenders have agreed to extend credit to the Borrower; and

WHEREAS the Grantors have agreed, among other things, to grant to the Agent (for itself and for the benefit of the Lenders) a security interest in certain of their assets, including, without limitation, the Grantors' patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement other than Excluded Property.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and for the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising issued patents and patent applications, including, without limitation, and those U.S. issued patents and patent applications in the United States Patent and Trademark Office listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with

respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any "intent to use" trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon or the attachment or enforcement of either of the foregoing would void or invalidate such trademark, service mark or other mark), including, without limitation, the U.S. trademark registrations and trademark applications in the United States Patent and Trademark Office listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or hereafter acquired or arising copyrights, and all filed or issued registrations and recordings thereof, including, without limitation, the U.S. copyright registrations in the United States Copyright Office listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

5. New Patents, Trademarks and Copyrights. Each Grantor hereby authorizes the Agent as its attorney in fact to modify this Security Agreement by amending Schedules A, B, and/or C, as applicable, to include any future U.S. Patents, Trademarks and Copyrights issued,

registered or applied for, as applicable, in the United States Patent and Trademark Office or United States Copyright Office, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or United States Copyright Office, as the case may be, listing such issued, registered or applied Patents, Trademarks and Copyrights.

6. Representations and Warranties. Each Grantor represents and warrants to the Agent that, as of the Effective Date, except as otherwise set forth in the schedules hereto:

(i) The issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C are subsisting and, to each Grantor's knowledge, are not invalid and not unenforceable, except where the failure of such Patents, Trademarks and Copyrights to be subsisting, valid or enforceable would not reasonably be expected to have a Material Adverse Effect;

(ii) To such Grantor's knowledge, each of the issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C are valid and enforceable, except where the failure of such Patents, Trademarks and Copyrights to be valid or enforceable would not reasonably be expected to have a Material Adverse Effect;

(iii) Such Grantor, as applicable is the owner of the issued, registered and applied for Patents, Trademarks and Copyrights set forth on Schedules A, B, and C and has the power and authority to enter into this Security Agreement according to its terms; and

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which such Grantor is a party or any judgment or decree by which such Grantor is bound and does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound.

7. Duties of the Grantors. Except as may be otherwise agreed to by the Agent or determined by such Grantor in its reasonable business judgment (and only to the extent included in the Collateral), each Grantor shall: (i) prosecute diligently any material U.S. patent application owned by such Grantor and any material U.S. trademark application or material service mark application owned by such Grantor that is pending as of the date hereof or thereafter, (ii) preserve and maintain all material U.S. patent applications and patents, material U.S. trademark applications, trademark registrations, service mark applications, and material U.S. service mark registrations, and material U.S. copyright registrations, in each case, owned by such Grantor, provided, however that any Grantor may, for the avoidance of doubt, abandon any application among the Patents, Trademarks, and Copyrights which are not material to the business operations of such Grantor or permit any registration among the Patents, Trademarks, and Copyrights which are not material to the business operations of such Grantor to be cancelled or expire, and (iii) take such reasonable steps if and as such Grantor determines in its reasonable business judgment are necessary, to ensure that the material U.S. copyright registrations owned by such Grantor do not become abandoned or dedicated to the public. For the avoidance of doubt, any expenses incurred in connection with the duties set forth in this Paragraph 7 shall be borne by the Grantors.

8. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations of the Loan Parties under the Credit Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Agent (for itself and on behalf of the Lenders) shall thereupon terminate its security interest in the Patents, Trademarks and Copyrights. For the avoidance of doubt, this Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

9. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any Other Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the Other Documents but rather is intended to facilitate the exercise of such rights and remedies. To the extent there is any inconsistency between this Security Agreement and the Credit Agreement, the Credit Agreement shall control.

12. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Lenders) and its successors and assigns.

13. Governing Law. This Security Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to the conflict of Law provisions thereof.

14. Notices. All notices and other communications provided for herein shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Section 15.6 of the Credit Agreement and (iii) addressed to the parties at the address, facsimile number or email address provided therein. Any party hereto may change its address, facsimile number or email address for notices and other communications hereunder by notice to all of the other parties hereto in accordance with the foregoing.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Security Agreement on the day and year first above written.

**GRANTORS:**

System One Holdings, LLC

By:  \_\_\_\_\_

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

Utility Partners of America, LLC

By:  \_\_\_\_\_

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

System One Inspection & Testing Services,  
LLC

By:  \_\_\_\_\_

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

System One VMS, LLC

By:  \_\_\_\_\_

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary

All Systems Holding LLC

By:  \_\_\_\_\_

Name: Daniel J. Moran

Title: Chief Financial Officer and Secretary



**SCHEDULE A**

**PATENTS**

None.

**SCHEDULE B**  
**TRADEMARKS**

**Registered Trademarks**

Mark	Trademark Registration	Serial Application No	Registration Date	Registered Owner
Joulé	1,535,678	74/640,991	April 18, 1989	Joule, Inc. <sup>1</sup>
Joulé	1,228,724	73/285,705	February 22, 1983	Joule, Inc. <sup>2</sup>
Joulé	2,002,828	74/723,686	September 24, 1996	Joule, Inc. <sup>3</sup>
Face Logo	2,008,064	74/723,988	October 15, 1996	Joule, Inc. <sup>4</sup>
Man Logo	2,025,155	74/723,990	September 1, 1995	Joule, Inc. <sup>5</sup>

<sup>1</sup> Trademark will be transferred pursuant the Joule Acquisition to System One Holdings, LLC.  
<sup>2</sup> Trademark will be transferred pursuant the Joule Acquisition to System One Holdings, LLC.  
<sup>3</sup> Trademark will be transferred pursuant the Joule Acquisition to System One Holdings, LLC.  
<sup>4</sup> Trademark will be transferred pursuant the Joule Acquisition to System One Holdings, LLC.  
<sup>5</sup> Trademark will be transferred pursuant the Joule Acquisition to System One Holdings, LLC.

**SCHEDULE C**

**COPYRIGHTS**

None.