

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erin Engineering and Research Inc.		12/04/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3141238	ATLAS	
Registration Number:	2369762	ERIN	
Registration Number:	1421521	ERIN	
Registration Number:	2925516	IERIN	
Registration Number:	2764672	IERIN	
Registration Number:	3125887	PARAGON	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0094		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/15/2015		

OP \$165.00 3141238

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 4th day of December, 2015 by each Grantor signatory hereto (each a "Grantor" and, collectively, the "Grantors"), in favor of **ANTARES CAPITAL LP**, in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties ("Agent") pursuant to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, each Grantor, the other Guarantors party thereto (collectively with the Grantors, each a "Loan Party" and collectively, the "Loan Parties"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Borrower by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by each Grantor's United States trademarks, patents, copyrights, intellectual property licenses and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Secured Parties are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents, Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents, the Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of each Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Loan Agreement, of a Lien on and a security interest in, all of each Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each of its United States trademark registrations and trademark applications, including, without limitation, those listed on Schedule I annexed hereto, each of its United States patents, including without limitation, those listed on Schedule II, each of its United States copyrights, including, without limitation, those listed on Schedule III (such trademarks, patents and copyrights referred to as the "Trademarks"),

“Patents” and “Copyrights” respectively), together with any renewals, reversions, reissues, reexaminations, continuations, continuations-in-part, divisionsals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all income, royalties, liabilities, products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, each Grantor hereby covenants and agrees that Agent, for the benefit of Secured Parties and as the holder of a security interest under the UCC, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as each Grantor’s true and lawful attorney-in-fact, with the power to endorse each Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

6. Grantors Remain Liable. Each Grantor hereby agrees that anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Copyrights, Patents and Trademarks, as applicable, subject to a security interest hereunder.

7. Counterparts. This 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. Delivery of an

executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

JENSEN HUGHES, INC.

By: 
Name: Philip Rogers
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005689 FRAME: 0042

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ERIN ENGINEERING AND RESEARCH INC.

By: 
Name: Philip Rogers
Title: Chief Executive Officer

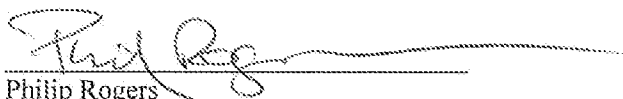
[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005689 FRAME: 0043

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NEXUS TECHNICAL SERVICES CORPORATION

By:



Name: Philip Rogers

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005689 FRAME: 0044





Agreed and Accepted,

ANTARES CAPITAL LP,
as Agent

By: Heidi Rinehart
Name: Heidi Rinehart
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS & APPLICATIONS

Owner	Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
Erin Engineering and Research, Inc.	ATLAS	9	78521593 23-NOV-2004	3141238 12-SEP-2006
Erin Engineering and Research, Inc.	ERIN	9, 42	75412592 30-DEC-1997	2369762 25-JUL-2000
Erin Engineering and Research, Inc.	ERIN	42	73577852 09-JAN-1986	1421521 16-DEC-1986
Erin Engineering and Research, Inc.	IERIN	41	75943906 14-MAR-2000	2925516 08-FEB-2005
Erin Engineering and Research, Inc.	IERIN	9, 42	75983308 14-MAR-2000	2764672 16-SEP-2003
Erin Engineering and Research, Inc.	PARAGON	9	78543906 07-JAN-2005	3125887 08-AUG-2006
Jensen Hughes, Inc.	BOMBCAD	42	73827042 22-SEP-1989	1611668 28-AUG-1990
Jensen Hughes, Inc.	CODE CALL	16	73024991 24-JUN-1974	1070205 26-JUL-1977
Jensen Hughes, Inc.		42	73396369 30-SEP-1982	1264558 17-JAN-1984
Jensen Hughes, Inc.		42	75047965 29-JAN-1996	2150054 14-APR-1998
Jensen Hughes, Inc.		42	76130649 19-SEP-2000	2611698 27-AUG-2002
Jensen Hughes, Inc.	PATHFINDER	9	75866014 07-DEC-1999	2464632 26-JUN-2001
Jensen Hughes, Inc.	RJA	42	75050099 29-JAN-1996	2156009 12-MAY-1998
Jensen Hughes, Inc.		42	75050098 29-JAN-1996	2202437 10-NOV-1998

SCHEDULE II

PATENT REGISTRATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

Owner: Nexus Technical Services Corporation

Comments	Title	Registration No. Registration Date
Nexus Technical Services Corporation	Nexus Technical Services Corporation presents an overview of OSHA's new federal regulation 29CFR 1910.119, process safety management (PSM)	TXu000534356 1992-07-23

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [**Trademarks/Patents/Copyrights**];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated as of December 4, 2015 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [**Trademarks/Patents/Copyrights**] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the ___ day of _____.

[_____]

By: _____