

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SALAS O'BRIEN ENGINEERS, INC.

- Individual(s)
- Partnership
- Corporation- State: CA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 8/31/2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF THE WEST

Street Address: 2527 CAMINO RAMON

City: SAN RAMON

State: CA

Country: USA Zip: 94583

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

B. Trademark Registration No. (s)

3,493,416 and 4,154,639

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"expect a difference" and "CARBON SCOUT"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: PAULINE M. STEVENS, ESQ.

Internal Address: _____

Street Address: 865 S FIGUEROA ST, STE 2800

City: LOS ANGELES

State: CA Zip: 90017-2543

Phone Number: 213-955-5606

Docket Number: _____

Email Address: pstevens@allenmatkins.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number DA504183

Authorized User Name ERIC YANG

9. Signature:


Signature

9/1/2016

Date

ERIC YANG

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 31st day of August, 2016 by and between Salas O'Brien Engineers, Inc., a California corporation, ("Debtor"), and Bank of the West ("Bank").

1. Grant of Security Interest. As collateral security for obligations that Debtor may, from time to time, have to Bank in respect of loans, advances, letters of credit, derivatives and other credit accommodations (the "Obligations"), under or pursuant to a Credit Agreement dated on or about the date hereof between Salas O'Brien Holdings, Inc., and Bank (as amended, modified, supplemented, restated or replaced, the "Credit Agreement," terms used but not defined herein having the meanings given therein), Debtor hereby grants a security interest to Bank in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Collateral; (c) all right (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Security Agreement shall not extend to (a) any General Intangible, permit, lease, license, contract or other Instrument of Debtor to the extent the grant of a security interest in such General Intangible, permit, lease, license, contract or other Instrument in the manner contemplated by this Security Agreement, under the terms thereof or under applicable Law, is prohibited and would result in the termination thereof or give the other parties thereto the right to terminate, accelerate or otherwise alter Debtor's rights, titles and interests thereunder (including upon the giving of notice or the lapse of time or both) or (b) any United States intent-to-use trademark application that the extent that, and the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark application under applicable Law; provided that (i) any such limitation described in the foregoing clause (a) on the security interests granted hereunder shall only apply to the extent that any such prohibition or right to terminate or accelerate or alter Debtor's rights could not be rendered ineffective pursuant to the UCC or any other applicable Law (including Debtor Relief Laws) or principles of equity and (ii) in the event of the termination or elimination of any such prohibition or right or the requirement for any consent contained in any applicable Law, General Intangible, permit, lease, license, contract or other Instrument, to the extent sufficient to permit any such item to become Collateral hereunder, or upon the granting of any such consent, or waiving or terminating any requirement for such consent, a security interest in such General Intangible, permit, lease, license, contract or other Instrument shall be automatically and simultaneously granted hereunder and shall be included as Collateral hereunder.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights and security interest of Bank, it is the intention of the parties hereto that Debtor continue to own the Collateral.

3. Representations and Warranties. Debtor hereby represents and warrants to Bank that: (a) Debtor has good and marketable title to the Collateral, and except as otherwise agreed to by Bank in writing, has granted to Bank a first priority perfected security interest therein; and (b) Debtor is a corporation organized under the laws of California.

4. Filing. Bank may file or record this Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Bank from time to time, and in connection with the filing of such financing


statements, Debtor acknowledges and agrees that Bank may utilize a general description of the Collateral.

5. Miscellaneous. The rights, powers and remedies of Bank under this Security Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Bank's security interest in the Collateral. Any delay or failure by Bank to exercise any right, power or remedy shall not constitute a waiver thereof by Bank, and no single or partial exercise by Bank of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Security Agreement and the other documents and agreements evidencing the Obligations (the "Documents") embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. All representations, warranties, covenants and agreements contained herein and in the other Documents of Debtor shall survive the termination of this Agreement and shall be effective until the Obligations are paid and performed in full or longer as expressly provided herein. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its choice of law rules. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Security Agreement or any Instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

SALAS O'BRIEN ENGINEERS, INC.,
a California corporation,
as Debtor

By: 
Name: Darin Anderson
Title: CEO

Address:

c/o Salas O'Brien Holdings, Inc.
305 South 11th Street
San Jose, California 95112
Attn: Darin Anderson

BANK OF THE WEST,
as Bank

By: _____
Name: _____
Title: _____

Address:

Bank of the West
Attn: CBG/Loan Administration
2527 Camino Ramon (NC-B07-3F-Q)
San Ramon, CA, 94583

Trademark Security Agreement (Engineers)

1051090/LA

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

Salas O'Brien Engineers, Inc.,
a California corporation,
as Debtor

By: _____
Name: _____
Title: _____

Address:

c/o Salas O'Brien Holdings, Inc.
305 South 11th Street
San Jose, California 95112
Attn: Darin Anderson

Bank of the West,
as Bank

By: MSA, Inc.
Name: Mr. Scott Nichols
Title: V.P.

Address:

Bank of the West
Attn: CBG/Loan Administration
2527 Camino Ramon (NC-B07-3F-Q)
San Ramon, CA, 94583

Security Agreement (Trademarks)

SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

Trademark	Owner	Registration Number	Registration Date
"expect a difference"	Salas O'Brien Engineers, Inc.	3,493,416	8/26/2008
"CARBON SCOUT"	Salas O'Brien Engineers, Inc.	4,154,639	6/5/2012