

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRC COMPANIES, INC.		06/21/2017	Corporation: DELAWARE
TRC PIPELINE SERVICES, LLC		06/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as Administrative Agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3836974	EXIT STRATEGY	
Registration Number:	3728896	RE POWER	
Registration Number:	4389164	WILLBROS INTEGRA LINK	
Registration Number:	4566359	ENVIRONMENTAL ROI	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff		
Address Line 1:	Schulte Roth & Zabel, 919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	080027.0007		
NAME OF SUBMITTER:	Scott Kareff		
SIGNATURE:	/RS for SK/		
DATE SIGNED:	06/21/2017		

CH \$115.00 3836974

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of June 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto, together with the goodwill connected with the use thereof and symbolized thereby,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds and profits now and hereafter due and/or payable under or with respect to any and all of the foregoing; *provided*, that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and

acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such application (or registration that issues therefrom) under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRC COMPANIES, INC.

By: 
Name: Thomas W. Bennet, Jr.
Title: Chief Financial Officer, Chief Risk Officer
and Senior Vice President

TRC PIPELINE SERVICES, LLC

By: _____
Name: Martin H. Dodd
Title: Manager

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRC COMPANIES, INC.

By: _____
Name: Thomas W. Bennet, Jr.
Title: Chief Financial Officer, Chief Risk Officer
and Senior Vice President

TRC PIPELINE SERVICES, LLC

By: M H Dodd
Name: Martin H. Dodd
Title: Manager

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006089 FRAME: 0021

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Name: _____
Title: **Darlene Arias**
Director

By: 
Name: _____
Title: **Kenneth Chin**
Director
Banking Products Services, US

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
EXIT STRATEGY	3836974	8/24/2010	TRC Companies, Inc.
RE POWER	3728896	12/22/2009	TRC Companies, Inc.
WILLBROS INTEGRA LINK	4389164	8/20/2013	TRC Pipeline Services, LLC*
INSITE PRO	Pending	**	TRC Companies, Inc.
ENVIRONMENTAL ROI and Design	4566359	7/15/2014	TRC Companies, Inc.

*This Trademark is under predecessor name "Willbros Engineers (U.S.), LLC".

** The Company has been using the mark with a TM symbol, and is pending first instance of use in the market place before filing.