

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Versar, Inc.		11/09/2017	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	VSR Lending, LLC
<b>Street Address:</b>	1999 Avenue of the Stars, Suite 2040
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0917848	VERSAR
Registration Number:	1184290	VERSAR
Registration Number:	4750410	VERSAR
Registration Number:	384480	
Registration Number:	3715800	J.M. WALLER ASSOCIATES, INC.
Registration Number:	3712538	
Registration Number:	4750408	V
Registration Number:	4750409	V
Registration Number:	3085286	MARS
Registration Number:	3603851	VIAP
Registration Number:	3702391	HEATCOMMANDER

## CORRESPONDENCE DATA

Fax Number: 8165317545

*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.*

Email: trademarks.us@dentons.com

Correspondent Name: DENTONS US LLP

Address Line 1: P.O. BOX 061080

Address Line 4: CHICAGO, ILLINOIS 60606-1080

OP \$290.00 0917848

<b>NAME OF SUBMITTER:</b>	Brian R. McGinley
<b>SIGNATURE:</b>	/brm/
<b>DATE SIGNED:</b>	11/14/2017
<b>Total Attachments: 5</b> source=Versar - Trademark Security Agreement (EXECUTED)#page1.tif source=Versar - Trademark Security Agreement (EXECUTED)#page2.tif source=Versar - Trademark Security Agreement (EXECUTED)#page3.tif source=Versar - Trademark Security Agreement (EXECUTED)#page4.tif source=Versar - Trademark Security Agreement (EXECUTED)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 9, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Versar, Inc., a Delaware corporation (the "Grantor") in favor of VSR Lending, LLC (the "Secured Party").

**WHEREAS**, the Grantor and the Secured Party are parties to a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") by and among the Grantor, the guarantors party thereto and the Secured Party, pursuant to which the Grantor granted a security interest to the Secured Party in the Patent Collateral (as defined below) and is 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, the Grantor hereby agrees with the Secured Party as follows:

### **SECTION 1. Defined Terms**

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

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Effective as of the consummation of the Acquisition, the Grantor hereby mortgages, pledges, hypothecates and grants to the Secured Party a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 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 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 registration that issues from such intent-to-use application 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 Secured Party pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the provisions of the Loan Agreement shall control.

### **SECTION 4. Governing Law**

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Grantor Remains Liable**

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

### **SECTION 6. 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, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERSAR, INC.

By: Alex Wolf  
Name: Alex Wolf  
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006205 FRAME: 0385

Accepted and Agreed:

**VSR LENDING, LLC**  
as Lender

By: 

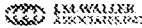


\_\_\_\_\_  
Name: Vikas Tandon  
Title: Manager

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006205 FRAME: 0386**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
Versar	Versar, Inc.	72/347,538	12/31/1969	0,917,848	8/3/1971	Live
Versar	Versar, Inc.	73/197,731	12/21/1978	1,184,290	1/5/1982	Live
Versar	Versar, Inc.	86/088,853	10/10/2013	4,750,410	6/9/2015	Live
Versar	Versar, Inc.	625,777	2/17/1989	384,480	5/14/1991	Canadian Registration
	Versar, Inc.	77/245,694	8/2/2007	3,715,800	11/24/2009	Live
Design Only	Versar, Inc.			3,712,538	11/17/2009	
	Versar, Inc.	86/088,742	10/10/2013	4,750,408	06/09/2015	Live
	Versar, Inc.	86/088,826	10/10/2013	4,750,409	06/09/2015	Live
MARS	Versar, Inc.	78/624,881	05/06/2005	3,085,286	04/25/2006	Live
VIAP	Versar, Inc.			3603851	04/07/2009	
HEATCOMMANDER	Versar, Inc.			3702391	10/27/2009	