

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E2 CONSULTING ENGINEERS, INC.		11/16/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	6801 Colwell Blvd.		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5043636	E2 CONSULTING ENGINEERS, INC.	
Registration Number:	5018615	E2 M2M	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	714-641-5100		
Email:	fsanders@rutan.com		
Correspondent Name:	Rutan & Tucker, LLP		
Address Line 1:	611 Anton Blvd., Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	021388.0035		
NAME OF SUBMITTER:	Hani Z. Sayed		
SIGNATURE:	/Hani Z. Sayed/		
DATE SIGNED:	11/20/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 16, 2017 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement"), made by E2 CONSULTING ENGINEERS, INC., a California corporation (the "Grantor"), in favor of CITIBANK, N.A., a national banking association (the "Secured Party"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement referred to below.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated or substituted from time to time, the "Loan Agreement"), the Secured Party has made available certain financial accommodations to the Grantor, including a revolving credit loan in an aggregate unpaid principal amount not exceeding Sixteen Million and No/100 Dollars (\$16,000,000.00) (the "Loan"), as evidenced by that certain Secured Promissory Note (Revolving Credit Loan) of even date herewith (the "Note"), executed by the Grantor in favor of the Secured Party.

WHEREAS, the Secured Party has required as a condition, among other things, to extending the financial accommodations to the Grantor under the Loan Agreement, and in order to secure the prompt and complete payment, observance and performance of all of the Obligations, that the Grantor execute and deliver this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Secured Party a Lien on and security interest in all of its respective right, title and interest in and to, and collaterally assigns to Secured Party, the following, and each item thereof, whether now owned or now due, or in which the Grantor has an interest, or hereafter acquired, arising, or to become due, or in which the Grantor obtains an interest, and all products, proceeds, substitutions, and accessions of or to any of the following (collectively, the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to the Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The Grantor authorizes and the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Secured Party.

3. Amendments. The Grantor hereby authorizes the Secured Party (a) to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which the Grantor obtains subsequent to the date of this Agreement and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

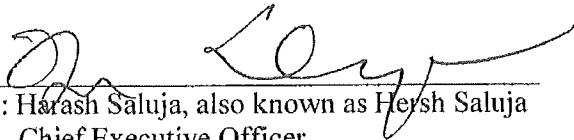
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

E2 CONSULTING ENGINEERS, INC., a
California corporation

By: 
Name: Harash Saluja, also known as Hersh Saluja
Title: Chief Executive Officer

SECURED PARTY:

CITIBANK, N.A., a national banking association

By: _____
Name: Shiv Singh
Title: Vice President, Relationship Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006209 FRAME: 0677

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

E2 CONSULTING ENGINEERS, INC., a
California corporation

By: _____
Name: Harash Saluja, also known as Hersh Saluja
Title: Chief Executive Officer

SECURED PARTY:

CITIBANK, N.A., a national banking association

By: Shiv Singh
Name: Shiv Singh
Title: Vice President, Relationship Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006209 FRAME: 0678

EXHIBIT A

Copyrights

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
E2 M2M Proprietary Software Application	A proprietary iPad application that facilitates data collection and sharing in real-time and is tailored to each project/client needs	n/a	n/a

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application/ <u>Number</u>	Registration/ Application/ <u>Date</u>
E2 CONSULTING ENGINEERS, INC.	5043636	09/20/2016
E2 M2M	5018615	08/09/2016