

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM452765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woolpert, Inc.		11/30/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4890178	FOOTPRINT	
Registration Number:	3923572	IDEAL	
Registration Number:	4828514	RENAISSANCE	
Registration Number:	3941034	SEDPRO	
Registration Number:	3562618	SMARTVIEW	
Registration Number:	3903639	STORMOPS	
Registration Number:	3453868	WOOLPERT	
Registration Number:	4116987	WOOLPERT DESIGN GEOSPATIAL INFRASTRUCTUR	
Registration Number:	1710572	WOOLPERT W	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		

OP \$240.00 4890178

SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	11/30/2017
Total Attachments: 5 source=Woolpert Trademark Security Agreement#page1.tif source=Woolpert Trademark Security Agreement#page2.tif source=Woolpert Trademark Security Agreement#page3.tif source=Woolpert Trademark Security Agreement#page4.tif source=Woolpert Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 30th day of November, 2017, by Woolpert, Inc., an Ohio corporation (“**Grantor**”), in favor of BARINGS FINANCE LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of November 30, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 30, 2017 by and among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement) other than any Excluded Property (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. The security interest granted to Administrative Agent herein is granted in furtherance of the security interest granted to Administrative Agent pursuant to the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

in each case, other than Excluded Property.

3. Governing Law. This Agreement is made under and governed by the laws of the State of New York.

4. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" Trademark until such time as Grantor begins to use such Trademark and until a "statement of use" or "amendment to allege use" has been filed and accepted in the U.S. Patent and Trademark Office with respect to such Trademark.

5. Termination. Upon the termination of the Collateral Agreement, the Grantee shall, upon written request from Grantor, at the Grantor's expense, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording the release and/or termination of the grant and any security interest in the Trademark Collateral with the U.S. Patent and Trademark Office.

[Signature page follows]

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

WOOLPERT, INC.

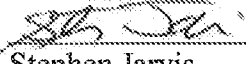
By: 

Name: Scott Paul Cattran

Title: President and CEO

Agreed and Accepted
As of the date first written above:

BARINGS FINANCE LLC,
as Administrative Agent

By: 
Name: Stephen Jarvis
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
FOOTPRINT	4890178	1/19/2016
IDEAL	3923572	2/22/2011
RENAISSANCE	4828514	10/6/2015
SEDPRO	3941034	4/5/2011
SMARTVIEW	3562618	1/13/2009
STORMOPS	3903639	1/11/2011
WOOLPERT	3453868	6/24/2008
WOOLPERT DESIGN GEOSPATIAL INFRASTRUCTURE & Design	4116987	3/27/2012
WOOLPERT W Design	1710572	8/25/1992

TRADEMARK APPLICATIONS

None.