

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAILPROS, INC.		01/03/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	1675 BROADWAY, SUITE 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5029717	RAILPROS	
Registration Number:	5061700	RAILPROS	
Serial Number:	87150890	RAIL ISN'T A PART OF OUR BUSINESS, IT IS	
Serial Number:	86636954	RAILPROS	
Registration Number:	4578371	RAILPROS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303) 223-1199		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Daniel I. Ackerman		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006433.0334		
NAME OF SUBMITTER:	Daniel I. Ackerman		
SIGNATURE:	/danieliackerman/		
DATE SIGNED:	01/23/2018		
Total Attachments: 8			

OP \$140.00 5029717

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**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES PATENTS AND TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of January 3, 2017, is made between (i) RailPros Holdings, LLC, a Delaware limited liability company (the "Parent"), RAILPROS, INC., a California corporation ("RPI"), RAILPROS FIELD SERVICES, INC., a Texas corporation ("RPFS"), and RAILPROS INSPECTION SERVICES, LLC, a Texas limited liability company ("RPIS", and together with RPI, and RPFS, the "Borrower"), and (ii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as Lender (the "Lender"). Parent and the Borrower may each be referred to, individually, as an "Assignor", and collectively, as the "Assignors".

WHEREAS, Parent, the Borrower and Lender have entered into a Credit and Security Agreement dated as of the date hereof (as at any time amended, modified or supplemented, the "Credit Agreement") pursuant to which the Lender agreed to provide financing to the Borrower; and

WHEREAS, pursuant to the Credit Agreement, each Assignor has granted to Lender, for the benefit of the Lender, a security interest in all of such Assignor's present and future assets, including the intellectual property identified below. To secure the full and complete payment of the Obligations and to supplement such security interest in such intellectual property pursuant to the Credit Agreement, each Assignor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, each Assignor hereby grants, assigns and conveys to the Lender, a security interest in all of such Assignor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Assignor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any license (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law) and federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and registrations as described in Schedule B), whether registered or unregistered and wherever registered, all rights

to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, but specifically excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Assignor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Each Assignor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If any Assignor shall obtain rights to any new trademarks, any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Within 30 days of the issuance of any new trademark registration to any Assignor or the acquisition or issuance of any trademark, patent or copyright registrations or the filing of any application for a trademark, patent or copyright such Assignor shall give prompt notice in writing to the Lender with respect to any such new trademarks, patents or copyrights or renewal or extension of any trademark registration. Without limiting any Assignor's obligation under this Section 4, each Assignor authorizes the Lender to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Lender, each Assignor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording

places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Assignor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the security interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Assignors.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Assignors, the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Lender and the Assignors on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

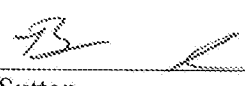
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

ASSIGNORS:

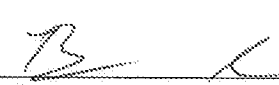
RAILPROS HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Eric Wolf
Title: Director

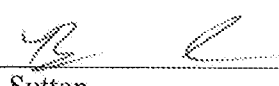
RAILPROS, INC.,
a California corporation

By: 
Name: Bo Sutton
Title: Vice President

RAILPROS FIELD SERVICES, INC.,
a Texas corporation

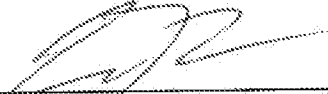
By: 
Name: Bo Sutton
Title: Vice President

RAILPROS INSPECTION SERVICES, LLC,
a Texas limited liability company

By: 
Name: Bo Sutton
Title: Vice President

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Chris Picardi
Title: Senior Vice President

Address:

1675 Broadway, Suite 300
Denver, Colorado 80202
Attention: Chris Picardi

SCHEDULE A

Issued U.S. Patents of the Assignors

None.

Pending U.S. Patent Applications of the Assignors

None.

SCHEDULE B

U.S. Trademarks of the Assignors

Mark	Serial Number	Filing Date	Registrant/Applicant (Current Owner)
<p>Construction management, project management and maintenance services in the field of transportation infrastructure and railway infrastructure; Construction project oversight and support services; Monitoring and controlling railway tracks and traffic; Railroad flagging and traffic coordination services; Railway and transit line improvement services; Railway and transportation infrastructure technical services; Training, audit and evaluation services in field of transportation infrastructure and railway infrastructure.</p> <p>Consulting services for others in the field of design, planning, and implementation of transportation and railway infrastructures; Project management and maintenance services in the field of civil engineering, transportation and railway engineering; Conducting feasibility and financial studies in the field of civil engineering, transportation and railway infrastructures; Testing, analysis and evaluation of railway and transit design for compliance; Transportation and traffic planning services; Construction engineering and management; Transportation and railway engineering; Inspection services related to transportation and railway infrastructures, including inspection of rails, lights, switches and gates; Technical consulting and technical project planning services; System integration services; Integrated systems and signal engineering; Project contract bid documentation services.</p> <p>Regulatory compliance consulting and inspection in the field of railways and transit projects.</p>	<p>Reg. No. 5029717</p>	<p>Reg. Date: August 30, 2016</p>	<p>RailPros, Inc.</p>

Civil engineering; Civil engineering relating to transportation; Consulting in the field of engineering; Consulting in the field of transportation engineering; Engineering services in the fields of traffic and transportation.	Reg. No. 5061700	Reg. Date: October 18, 2016	RailPros, Inc.
Business consultation in the field of TRANSPORTATION INDUSTRY; Recruitment and placement of personnel in the field of TRANSPORTATION INDUSTRY; Temporary personnel services.	Reg. No. 4578371	Reg. Date: August 5, 2014	RailPros, Inc.

Foreign Trademarks of the Assignors

None.

Pending U.S. Trademark Applications of the Assignors

Mark	Serial No.	Filing Date	Applicant
Engineering design services; Traffic and transportation engineering.	Serial No. 87150890	App. Date: August 25, 2016	RailPros, Inc.
Maintenance of transportation and traffic equipment and systems; On-site systems and service installation, testing, repair and support.	Serial No. 86636954	App. Date: May 20, 20	RailPros, Inc.
Quiet zone analysis; Regulatory track inspections.			