

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464899

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN SAFETY AND HEALTH INSTITUTE, INC.		03/08/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVE., SUITE 200		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87811716	HSI	
<b>Serial Number:</b>	87811717	HSI HEALTH & SAFETY INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7777		
<b>Email:</b>	acurley@vedderprice.com		
<b>Correspondent Name:</b>	Angelique Curley		
<b>Address Line 1:</b>	222 N. LaSalle Street		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	47901.00.0004		
<b>NAME OF SUBMITTER:</b>	Angelique Curley		
<b>SIGNATURE:</b>	/Angelique Curley/		
<b>DATE SIGNED:</b>	03/08/2018		
<b>Total Attachments: 5</b>			
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**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "Supplement") made as of this 8th day of March, 2018 by **ASHI HOLDING COMPANY**, a Delaware corporation, and **AMERICAN SAFETY AND HEALTH INSTITUTE, INC.**, a Delaware corporation (together, the "Grantor"), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, "Grantee");

**WITNESSETH:**

**WHEREAS**, Grantor, Grantee, certain other parties including certain guarantors and certain financial institutions are parties to that certain Credit and Guaranty Agreement dated as of May 18, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of May 18, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to, among other things, all of Grantor's now existing and hereafter Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Trademarks issued or applied for since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the "New Trademarks"), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office (the "USPTO").

**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, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including 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 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, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and applications for Trademarks pending with the USPTO owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

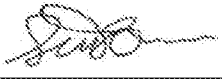
5. Counterparts. This Supplement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Supplement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

*[Signatures on Following Page]*

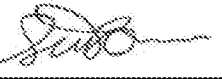
*(Signature Page to Supplement to Trademark Security Agreement)*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**                    **ASHI HOLDING COMPANY**, a Delaware corporation

By:   
\_\_\_\_\_  
Steven C. Burns  
Vice President and Secretary

**AMERICAN SAFETY AND HEALTH INSTITUTE, INC.**, a  
Delaware corporation

By:   
\_\_\_\_\_  
Steven C. Burns  
Vice President and Secretary

*(Signature Page to Supplement to Trademark Security Agreement)*

Agreed and Accepted

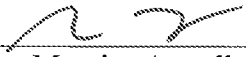
As of the Date First Written Above

**GRANTEE:**

**MIDCAP FINANCIAL TRUST**, as Administrative Agent



By: Apollo Capital Management, L.P.  
Its: Investment Manager

By: Apollo Capital Management GP, LLC  
Its: General Partner

By:   
Maurice Amsellem  
Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED MARCH 6, 2018**

**Trademark Applications**

Mark Name	Filing Date	App. No.	Owner
	2/26/2018	87/811,716	ASHI Holding Company
	2/26/2018	87/811,717	ASHI Holding Company