

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Data Resources, LLC		06/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N Tryon St.		
Internal Address:	Mail Code: NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2365649	AQUIFLOW	
Registration Number:	4973282	COLLATERAL360	
Registration Number:	2960260	DATAMAP	
Registration Number:	3036173	DATAMAP	
Registration Number:	1793630	EDR	
Registration Number:	2963837	EDR	
Registration Number:	3342642	EDR COLLATERAL SCREEN	
Registration Number:	4533955	EDR LIGHTBOX	
Registration Number:	2842523	EDR LOANCHECK	
Registration Number:	3295355	EDR NEIGHBORHOOD ENVIRONMENTAL REPORT	
Registration Number:	2435363	EDR NEPACHECK	
Registration Number:	3313099	EDR ON DEMAND	
Registration Number:	3782448	EDR PROPERTY TRACKER	
Registration Number:	2887305	EDR SITECHECK	
Registration Number:	2816536	EDR SITESEARCH	
Registration Number:	1964082	EDR-AUDITCHECK	
Registration Number:	2307558	FIELDCHECK	
Registration Number:	1989008	GEOCHECK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4529973	LIGHTBOX
Registration Number:	2586237	NEPASCREEN
Registration Number:	2581542	PUR-IQ
Registration Number:	5079463	QUADMATCH
Registration Number:	3314210	SAME DAY SANBORNS
Registration Number:	5174424	TOXICHECK
Registration Number:	1955302	TOXICHECK
Registration Number:	2566337	WEBGEOCODER

CORRESPONDENCE DATA

Fax Number: 8004947512
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.
Phone: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F177457 EDR TM IPSA
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	06/08/2018

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of June 8, 2018 (this “Agreement”), among Environmental Data Resources, LLC (the “Grantor”) and Bank of America, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DUFFLE INTERMEDIATE HOLDINGS, L.P., a Delaware limited partnership, as a Holdings Entity, DUFFLE GP SUB, L.L.C., a Delaware limited liability company, as a Holdings Entity, DUFFLE INTERMEDIATE, L.P., a Delaware limited partnership, as the Borrower, the Lenders party thereto and the Collateral Agent (b) the Collateral Agreement dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Holdings Entities, the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Secured Parties to make extensions of credit and as consideration for such extensions of credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Trademark Collateral”). Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of this page intentionally left blank]

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

ENVIRONMENTAL DATA RESOURCES, LLC

By:




Name: Christopher Aronson
Title: Chief Executive Officer

BANK OF AMERICA, N.A., as Collateral Agent

By: _____


Name: Henry Pennell
Title: Vice President

Trademark	Registration/Serial No.	Registered Owner
AQUIFLOW	2,365,649	Environmental Data Resources,
COLLATERAL360	4,973,282	Environmental Data Resources, Inc.
DATAMAP	2,960,260	Environmental Data Resources,
DATAMAP	3,036,173	Environmental Data Resources,
EDR	1,793,630	Environmental Data Resources,
	2,963,837	Environmental Data Resources, Inc.
		
EDR COLLATERAL SCREEN	3,342,642	Environmental Data Resources,
EDR LIGHTBOX	4,533,955	Environmental Data Resources, Inc.
EDR LOANCHECK	2,842,523	Environmental Data Resources,
EDR NEIGHBORHOOD ENVIRONMENTAL REPORT	3,295,355	Environmental Data Resources, Inc.
EDR NEPACHECK	2,435,363	Environmental Data Resources,
EDR ON DEMAND	3,313,099	Environmental Data Resources, Inc.
EDR PROPERTY TRACKER	3,782,448	Environmental Data Resources,
EDR SITECHECK	2,887,305	Environmental Data Resources,
EDR SITESEARCH	2,816,536	Environmental Data Resources,
EDR-AUDITCHECK	1,964,082	Environmental Data Resources,
FIELDCHECK	2,307,558	Environmental Data Resources,
GEOCHECK	1,989,008	Environmental Data Resources,
LIGHTBOX	4,529,973	Environmental Data Resources, Inc.

NEPASCREEN	2,586,237	Environmental Data Resources, Inc.
PUR-IQ	2,581,542	Environmental Data Resources, Inc.
QUADMATCH	5,079,463	Environmental Data Resources, Inc.
SAME DAY SANBORNS	3,314,210	Environmental Data Resources, Inc.
TOXICHECK	5,174,424	Environmental Data Resources, Inc.
Toxichack	1,955,302	Environmental Data Resources, Inc.
WEBGEOCODER	2,566,337	Environmental Data Resources, Inc.