

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocitel, LLC	FORMERLY Qualtek Acquisition, LLC	05/18/2018	Corporation : DELAWARE Limited Liability Company
Site Safe, LLC	FORMERLY ANS Acquisition, LLC	05/18/2018	Corporation : DELAWARE Limited Liability Company
NX Utilities, LLC		05/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1290 Avenue of the Americas, Suite 914		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2274170	SITESAFE	
Registration Number:	2492712	PEOPLESFSAFE	
Registration Number:	2549659	RFCAD	
Registration Number:	2554164	VELOCITEL	
Registration Number:	2859874	VELOCITEL	
Registration Number:	3431165	SPECTRUMWATCH	
Registration Number:	3511914	PEOPLESFSAFE	
Registration Number:	5131334	SITESAFE RF COMPLIANCE EXPERTS	
Registration Number:	3529772	ACI	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, robert.bollinger@hklaw.com		

OP \$240.00 2274170

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	05/18/2018
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Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2018 by and among SITE SAFE, LLC (f/k/a ANS ACQUISITION, LLC), a Delaware limited liability company ("Site Safe"), VELOCITEL, LLC (f/k/a QUALTEK ACQUISITION, LLC), a Delaware limited liability company ("Velocitel"), NX UTILITIES, LLC, a Delaware limited liability company ("NX"), and together with Site Safe and Velocitel, each a "Grantor", and collectively, the "Grantors", in favor of GARRISON LOAN AGENCY SERVICES LLC in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of November 30, 2017, by and among Grantors, QualTek USA, LLC, a Delaware limited liability company ("QualTek"), Empire Telecom USA, LLC, a Delaware limited liability company ("Empire"), QualSat, LLC, a Delaware limited liability company ("QualSat"), QualTek Midco, LLC, a Delaware limited liability company ("QualTek Midco"), QualTek Management, LLC, a Delaware limited liability company ("QualTek Management"), and AdvanTek Electrical Construction, LLC, a Delaware limited liability company ("AdvanTek"), and together with Grantors, QualTek, Empire, QualSat, QualTek Midco, QualTek Management and each Person thereafter joined thereto as a borrower from time to time, collectively, the "Borrowers", and each individually, a "Borrower", lenders which are now or which thereafter become a party thereto (collectively the "Lenders" and each individually a "Lender") and Agent (including all annexes, exhibits or schedules thereto, as amended by that certain First Amendment and Joinder to Loan Documents, dated as of March 30, 2018, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lenders have made a Term Loan for the benefit of Grantors and the other Loan Parties;

WHEREAS, in connection with the Loan Agreement, Grantors are required to execute and deliver to the Agent, for itself and the ratable benefit of the Lenders, this Amended and Restated Trademark Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Amended and Restated Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. **INTERCREDITOR AGREEMENT.** Notwithstanding anything herein to the contrary, each of (i) the obligations of each Grantor under this Amended and Restated Trademark Security Agreement, (ii) the security interest granted to the Agent by each Grantor pursuant to this Amended and Restated Trademark Security Agreement (including priority thereof), (iii) the release of Trademark Collateral from any security interest granted and created hereby and (iv) the exercise of any right or remedy by the Agent hereunder are, in each case, subject to the provisions of the PNC Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the PNC Intercreditor Agreement and this Amended and Restated Trademark Security Agreement, the provisions of the PNC Intercreditor Agreement shall control.

6. **COUNTERPARTS.** This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amended and Restated Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amended and Restated Trademark Security Agreement. Any party delivering an executed counterpart of this Amended and Restated Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an

original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amended and Restated Trademark Security Agreement.

7. AMENDMENT AND RESTATEMENT. This Amended and Restated Trademark Security Agreement constitutes an amendment, modification, restatement and replacement, but not an extinguishment or novation, of that certain Trademark Security Agreement, dated November 30, 2017, by and among Velocitel in favor of Agent (“Original Trademark Security Agreement”). This Agreement is not intended as, and shall not be construed as, a satisfaction, release or impairment of the agreements and obligations of Velocitel under the Original Trademark Security Agreement or any document executed therewith. Velocitel hereby agrees that, with respect to matters relating to the period prior to the date hereof, all provisions of the Original Trademark Security Agreement are hereby ratified and confirmed and shall continue in full force and effect, as amended and restated by this Amended and Restated Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VELOCITEL, LLC,
a Delaware limited liability company

By: 
Name: Joseph D. Kestenbaum
Title: Manager

SITE SAFE, LLC,
a Delaware limited liability company

By: 
Name: Joseph D. Kestenbaum
Title: Manager

NX UTILITIES, LLC,
a Delaware limited liability company

By: 
Name: Joseph D. Kestenbaum
Title: Manager

[Signature Page to Amended and Restated Trademark Security Agreement]

#57255683

TRADEMARK
REEL: 006398 FRAME: 0033

ACCEPTED AND ACKNOWLEDGED BY:

**GARRISON LOAN AGENCY
SERVICES LLC, as Agent**

By: _____

Name:

Matthew J Lambert

Title:

Vice President


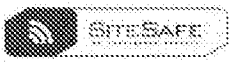

[Signature Page to Amended and Restated Trademark Security Agreement]

#57255683

**TRADEMARK
REEL: 006398 FRAME: 0034**

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Reg. Number	Reg. Date	Owner
SITESAFE	2,274,170	August 31, 1999	Site Safe, LLC
PEOPLESAFE	2,492,712	September 25, 2001	Site Safe, LLC
RFCAD	2,549,659	March 19, 2002	Site Safe, LLC
VELOCITEL	2,554,164	March 26, 2002	Velocitel, LLC
VELOCITEL	2,859,874	July 6, 2004	Velocitel, LLC
	3,431,165	May 20, 2008	Site Safe, LLC
PEOPLESAFE	3,511,914	October 7, 2008	Site Safe, LLC
	5,131,334	January 31, 2017	Site Safe, LLC
	3529772	November 11, 2008	NX Utilities, LLC

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.