

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484342

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westinghouse Electric Company LLC		08/01/2018	Limited Liability Company: DELAWARE
PaR Nuclear, Inc.		08/01/2018	Corporation: ILLINOIS
PCI Energy Services LLC		08/01/2018	Limited Liability Company: DELAWARE
WECTEC LLC		08/01/2018	Limited Liability Company: DELAWARE
Fauske and Associates LLC		08/01/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	0975242	BORONOMETER
Registration Number:	1172881	X-SAM
Registration Number:	1594558	PCI
Registration Number:	1607201	AMDATA
Registration Number:	1810184	ANSER
Registration Number:	1875855	WESDYNE
Registration Number:	1878285	WESDYNE
Registration Number:	1906358	ANSER
Registration Number:	1975098	HIGH-DEP
Registration Number:	2013331	ECLIPSE
Registration Number:	2070374	TRACWORKS
Registration Number:	2229424	COREXPRT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2618413	WESTECTOR
Registration Number:	2620841	STONE & WEBSTER A SHAW GROUP COMPANY
Registration Number:	2627975	STONE & WEBSTER
Registration Number:	2655765	RAPID EIDMS
Registration Number:	2685942	ARSST
Registration Number:	2903512	CASKWORKS
Registration Number:	2919803	PEGASYS
Registration Number:	3026611	FUELNET
Registration Number:	3090333	SHUFFLEWORKS
Registration Number:	3406483	FUELMASTER
Registration Number:	3459211	VEXTOR
Registration Number:	3465622	NEW START
Registration Number:	3774158	ZIRLO
Registration Number:	3894209	AP1000
Registration Number:	3926432	DYNAMIC PORT
Registration Number:	3926434	SHIELD
Registration Number:	3941831	NEW START NUTRITION EXERCISE WELLNESS
Registration Number:	3994474	NUCLEARNING
Registration Number:	3994489	NUC LEARNING
Registration Number:	3998772	NUC LEARNING
Registration Number:	4039020	SHIELD SHIELD PASSIVE THERMAL SHUTDOWN S
Registration Number:	4055372	AP1000
Registration Number:	4085446	ADVANCED LOGIC SYSTEM
Registration Number:	4102481	ALS
Registration Number:	4110023	WESDYNE INTERNATIONAL
Registration Number:	4112585	WESTE
Registration Number:	4115771	WESTE
Registration Number:	4202258	VSP2
Registration Number:	4229338	PWR OWNERS GROUP
Registration Number:	4276155	ELR
Registration Number:	4289468	SIMPLY ELECTRIC
Registration Number:	4660904	ZEPHYR
Registration Number:	4660907	ZEPHYR FLIES LIKE THE WIND
Registration Number:	4664851	CHISEL
Registration Number:	4664852	CORE
Registration Number:	4664900	STELLAR
Registration Number:	4972527	TITAN
Registration Number:	5014712	AXIOM

Property Type	Number	Word Mark
Registration Number:	5120000	MOBIUS
Registration Number:	5121208	NEW START
Registration Number:	5121209	NEW START NUTRITION EXERCISE WELLNESS
Registration Number:	5151703	MOBIUS
Registration Number:	5426598	RHOPRO
Registration Number:	5352161	ENCORE
Registration Number:	5221772	THE NUCLEAR RENAISSANCE STARTS HERE
Registration Number:	5402121	WECTEC
Serial Number:	87784740	S AND W STONE AND WEBSTER

#### 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: 8004945225

Email: ipteam@coagencyglobal.com

Correspondent Name: Melony Sot

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:	F178433 2nd Lien
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	08/01/2018

#### Total Attachments: 10

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SCHEDULE A

TRADEMARK COLLATERAL

Owner	Trademark	Status	Filing Date	Application No.	Issue Date	Registration No.
Westinghouse Electric Company LLC	BORONOMETER	Registered	8/3/1971	72399165	12/18/1973	975242
Par Nuclear, Inc.	X-SAM	Registered	4/21/1980	73258859	10/31/1981	1172881
PCI Energy Services, Inc.	PCI	Registered	8/10/1989	73818469	8/10/1989	1594558
Westinghouse Electric Company LLC	AMDATA	Registered	11/9/1988	73762828	7/24/1990	1607201
Westinghouse Electric Company LLC	ANSER	Registered	12/9/1991	74228799	12/7/1993	1810184
Westinghouse Electric Company LLC	WESDYNE & Design	Registered	6/21/1993	74404250	1/24/1995	1875855
Westinghouse Electric Company LLC	WESDYNE & Design	Registered	6/21/1993	74404246	2/7/1995	1878285
Westinghouse Electric Company LLC	ANSER	Registered	6/14/1993	74400847	7/18/1995	1906358
PCI Energy Services, Inc.	HIGH-DEP	Registered	7/31/1995	74709101	5/21/1996	1975098
PCI Energy Services, Inc.	ECLIPSE	Registered	6/22/1995	74692411	11/5/1996	2013331
Westinghouse Electric Company LLC	TRACWORKS & Design	Registered	3/27/1995	74658323	6/10/1997	2070374
Westinghouse Electric Company LLC	COREXPRT	Registered	11/18/1996	75199854	3/2/1999	2229424
Westinghouse Electric Company LLC	WESTECTOR	Registered	11/14/2001	78093183	9/10/2002	2618413
WECTEC LLC	STONE & WEBSTER A SHAW GROUP COMPANY	Registered	7/27/2001	76291011	9/17/2002	2620841
WECTEC LLC	STONE & WEBSTER & Design	Registered	7/27/2001	76291012	10/1/2002	2627975
Westinghouse Electric Company LLC	RAPID EIDMS	Registered	2/20/2001	76212403	12/3/2002	2655765
Fauske & Associates, Inc.	ARSSST	Registered	1/24/2002	76362243	2/11/2003	2685942
Westinghouse Electric Company LLC	CASKWORKS	Registered	11/20/2003	78330744	11/16/2004	2903512
Westinghouse Electric Company LLC	PEGASYS & Design	Registered	10/18/2002	78175947	1/18/2005	2919803
Par Nuclear, Inc.	FUELNET	Registered	12/11/2003	78339329	12/13/2005	3026611
Westinghouse Electric Company LLC	SHUFFLEWORKS	Registered	6/3/2005	78642875	5/9/2006	3090333
Par Nuclear, Inc.	FUELMASTER	Registered	12/18/2003	78342950	4/1/2008	3406483
Fauske & Associates, Inc.	VEXTOR	Registered	7/25/2007	77237903	7/1/2008	3459211
Westinghouse Electric Company LLC	NEW START	Registered	5/24/2007	77189257	7/15/2008	3465622
Westinghouse Electric Company LLC	ZIRLO	Registered	3/16/2009	77691557	4/13/2010	3774158
Westinghouse Electric Company LLC	AP1000	Registered	8/30/2007	77268250	12/21/2010	3894209

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Westinghouse Electric Company LLC	SHIELD	Registered	6/22/2009	77764874	3/1/2011	3926434
Westinghouse Electric Company LLC	NEW START NUTRITION EXERCISE WELLNESS & Design	Registered	1/28/2010	77922488	4/5/2011	3941831
Westinghouse Electric Company LLC	NUCLEARNING	Registered	9/8/2009	77821403	7/12/2011	3994474
Westinghouse Electric Company LLC	NUC LEARNING & Design (color)	Registered	9/23/2009	77832994	7/12/2011	3994489
Westinghouse Electric Company LLC	NUC LEARNING & Design	Registered	9/18/2009	77829399	7/19/2011	3998772
Westinghouse Electric Company LLC	SHIELD SHIELD PASSIVE THERMAL SHUTDOWN SEAL & Design	Registered	9/4/2009	77820294	10/11/2011	4039020
Westinghouse Electric Company LLC	API000 & Design	Registered	1/27/2011	85227429	1/27/2011	4055372
Westinghouse Electric Company LLC	ADVANCED LOGIC SYSTEM	Registered	7/13/2011	85370251	1/10/2012	4085446
Westinghouse Electric Company LLC	ALS	Registered	7/18/2011	85373963	2/21/2012	4102481
Westinghouse Electric Company LLC	WESDYNE INTERNATIONAL & Design	Registered	1/5/2011	85210568	3/6/2012	4110023
Westinghouse Electric Company LLC	WESTE	Registered	8/13/2010	85106750	3/13/2012	4112585
Westinghouse Electric Company LLC	WESTE & Design	Registered	9/10/2010	85126610	3/20/2012	4115771
Fauske & Associates, Inc.	VSP2	Registered	1/27/2012	85527691	9/4/2012	4202258
Westinghouse Electric Company LLC	PWR OWNERS GROUP	Registered	2/22/2012	85550013	10/23/2012	4229338
Westinghouse Electric Company LLC	ELR	Registered	6/25/2010	85071634	1/15/2013	4276155
Westinghouse Electric Company LLC	SIMPLY ELECTRIC	Registered	9/14/2010	85128813	2/12/2013	4289468
Westinghouse Electric Company LLC	ZEPHYR	Registered	12/3/2013	86133410	12/23/2014	4660904
Westinghouse Electric Company LLC	ZEPHYR FLIES LIKE THE WIND & Design	Registered	12/4/2013	86134564	12/23/2014	4660907
Westinghouse Electric Company LLC	CHISEL	Registered	3/17/2014	86223299	12/30/2014	4664851
Westinghouse Electric Company LLC	CORE	Registered	3/17/2014	86223360	12/30/2014	4664852
Westinghouse Electric Company LLC	STELLAR	Registered	4/17/2014	86254797	12/30/2014	4664900
Westinghouse Electric Company LLC	TITAN	Registered	6/7/2015	86781844	6/7/2016	4972527
Westinghouse Electric Company LLC	AXIOM	Registered	12/14/2015	86848170	8/2/2016	5014712
Westinghouse Electric Company LLC	MOBIUS	Registered	1/20/2015	86507836	1/10/2017	5120000
Westinghouse Electric Company LLC	NEW START	Registered	11/4/2014	86978223	1/10/2017	5121208

Owner	Trademark	Status	Filing Date	Application No.	Issue Date	Registration No.
Westinghouse Electric Company LLC	NEW START NUTRITION EXERCISE WELLNESS & Design	Registered	11/4/2014	86978275	1/10/2017	5121209
Westinghouse Electric Company LLC	MOBIUS & design	Registered	1/20/2015	86508044	2/28/2017	5151703
Westinghouse Electric Company LLC	RHOPRO	Registered	7/14/2017	87528942	3/20/2018	5426598
Westinghouse Electric Company LLC	ENCORE	Registered	3/27/2017	87386978	12/5/2017	5352161
Westinghouse Electric Company LLC	THE NUCLEAR RENAISSANCE STARTS HERE	Registered	9/22/2016	87179456	6/13/2017	5221772
Westinghouse Electric Company LLC	WECTEC	Registered	12/2/2015	86836423	2/23/2018	5402121
WECTEC LLC	S AND W STONE AND WEBSTER & Design	Pending	2/5/2018	87784740		

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of August 1, 2018 (this “Agreement”), among Westinghouse Electric Company LLC, a Delaware limited liability company (“WEC LLC”), PaR Nuclear, Inc., an Illinois corporation (“PaR”), PCI Energy Services LLC, a Delaware limited liability company (“PCI”), WECTEC LLC, a Delaware limited liability company (“WECTEC”), Fauske and Associates LLC, a Delaware limited liability company (together with WEC LLC, PaR, PCI and WECTEC, the “Grantors”) and GOLDMAN SACHS BANK USA as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Second Lien Collateral Agreement dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantors agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the USPTO. 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 (including specified by reference) in the Collateral Agreement. 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, each 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 the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, but excluding any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege to Use” with respect thereto, together with (a) all renewals or extensions thereof, (b) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, and (c) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. 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. Each 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 4. Termination. Upon the occurrence of the Termination Date or the release of a Grantor from its obligations under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein against the Trademark Collateral of the Grantors or of such Grantor, as applicable, shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors or such Grantor, as applicable, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien, and security interest in such Trademark Collateral under this Agreement.

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 Agreement shall be construed in accordance with and governed by the law of the State of New York.

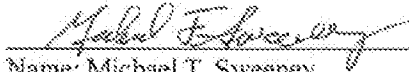
SECTION 7. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Second Lien Trademark Security Agreement with the U.S. Patent and Trademark Office.

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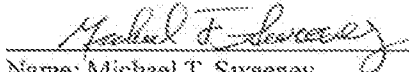


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

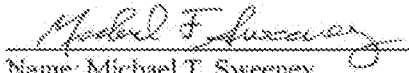
FAUSKE AND ASSOCIATES LLC, as Grantor

By:   
Name: Michael T. Sweeney  
Title: Vice President & Secretary

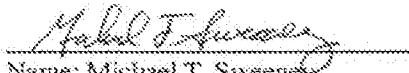
PAR NUCLEAR, INC., as Grantor

By:   
Name: Michael T. Sweeney  
Title: Vice President & Secretary

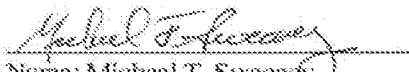
PCI ENERGY SERVICES LLC, as Grantor

By:   
Name: Michael T. Sweeney  
Title: Vice President & Secretary

WECTEC LLC, as Grantor

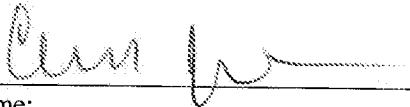
By:   
Name: Michael T. Sweeney  
Title: Vice President & Secretary

WESTINGHOUSE ELECTRIC COMPANY LLC, as Grantor

By:   
Name: Michael T. Sweeney  
Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

GOLDMAN SACHS BANK USA, as Collateral Agent

By:   
Name: Charles D. Johnston  
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006400 FRAME: 0656**

Schedule I to the  
Second Lien Trademark Security Agreement

TRADEMARK COLLATERAL

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