

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PICTOMETRY INTERNATIONAL CORP.		08/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2859451	INTELLIGENT IMAGES	
Registration Number:	2835987	SEE EVERYWHERE MEASURE ANYTHING PLAN EVE	
Registration Number:	2857336	COMPASS LOGO	
Registration Number:	2892665	PICTOMETRY	
Registration Number:	3850559	PICTOMETRY ACCUPLUS	
Registration Number:	3756715	FUTUREVIEW	
Registration Number:	3862881	REAL3D	
Registration Number:	3971285	REAL3D	
Registration Number:	3986487	CRITICAL 360	
Registration Number:	3921106	PICTOMETRY ACCUPLUS	
Registration Number:	4221261	P	
Registration Number:	4277131	P	
Registration Number:	4217300	P	
Registration Number:	4205981	P	
Registration Number:	4229241	P	
Registration Number:	4269704	P	
Registration Number:	4221265	P	
Registration Number:	4277132	P	
Registration Number:	4269705	P	
TRADEMARK			

OP \$590.00 2859451

Property Type	Number	Word Mark
Registration Number:	4221266	P
Registration Number:	4702305	
Registration Number:	5417514	
Serial Number:	87704617	PICTOMETRY ACCUPLUS

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:	F178853 1L TM PICTOMETRY
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	08/23/2018

Total Attachments: 6
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 14, 2018 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of August 14, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among EagleView Technology Corporation, a Delaware corporation (the “**Borrower**”), Phoenix Holdco LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

PICTOMETRY INTERNATIONAL CORP.,
a Delaware corporation

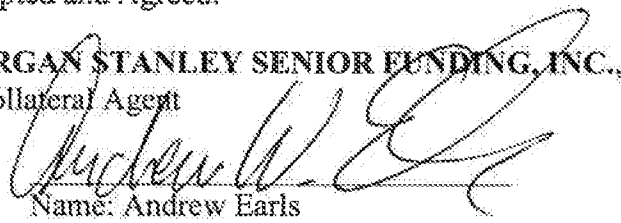
By: 
Name: Matthew R. Quilter
Title: Treasurer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Andrew Earls", written over a horizontal line.

Name: Andrew Earls

Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Applications:

Loan Party	Trademark	Jurisdiction	Application Number	Filing Date	Status
Pictometry International Corp.	PICTOMETRY ACCUPLUS	U.S. Federal	87704617	12/1/2017	Pending

United States Trademark Registrations:

Loan Party	Trademark	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status
Pictometry International Corp.	INTELLIGENT IMAGES	U.S. Federal	76457575	2859451	10/4/2002	7/6/2004	Registered
Pictometry International Corp.	SEE EVERYWHERE MEASURE ANYTHING PLAN EVERYTHING	U.S. Federal	76457576	2835987	10/4/2002	4/27/2004	Registered
Pictometry International Corp.	Compass Design	U.S. Federal	76457582	2857336	10/7/2002	6/29/2004	Registered
Pictometry International Corp.	PICTOMETRY	U.S. Federal	76503226	2892665	3/21/2003	10/12/2004	Registered
Pictometry International Corp.	PICTOMETRY ACCUPLUS	U.S. Federal	77473988	3850559	5/14/2008	9/21/2010	Registered
Pictometry International Corp.	FUTUREVIEW	U.S. Federal	77652775	3756715	1/20/2009	3/9/2010	Registered

Loan Party	Trademark	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status
Pictometry International Corp.	REAL3D	U.S. Federal	77834941	3862881	9/25/2009	10/19/2010	Registered
Pictometry International Corp.	REAL3D	U.S. Federal	77835086	3971285	9/25/2009	5/31/2011	Registered
Pictometry International Corp.	CRITICAL 360	U.S. Federal	77866644	3986487	11/6/2009	6/28/2011	Registered
Pictometry International Corp.	PICTOMETRY ACCUPLUS	U.S. Federal	77979150	3921106	5/14/2008	2/15/2011	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539664	4221261	2/10/2012	10/9/2012	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539685	4277131	2/10/2012	1/15/2013	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539703	4217300	2/10/2012	10/2/2012	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539717	4205981	2/10/2012	9/11/2012	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539741	4229241	2/10/2012	10/23/2012	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539759	4269704	2/10/2012	1/1/2013	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539768	4221265	2/10/2012	10/9/2012	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539780	4277132	2/10/2012	1/15/2013	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539789	4269705	2/10/2012	1/1/2013	Registered
Pictometry International Corp.	P Design	U.S. Federal	85539804	4221266	2/10/2012	10/9/2012	Registered
Pictometry International Corp.	Compass Design	U.S. Federal	86146552	4702305	12/17/2013	3/17/2015	Registered
Pictometry International Corp.	Compass Design	U.S. Federal	87560697	5417514	8/8/2017	3/6/2018	Registered

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RECORDED: 08/23/2018