

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Environmental Trainers, Inc.		10/09/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4759094	CERTIFIED METH DECONTAMINATION SPECIALIS	
<b>Registration Number:</b>	4514693	HAZWOPER HANDS-ON SIMULATOR	
<b>Registration Number:</b>	4420152	HAZWOPER MOBILE TRAINING	
<b>Registration Number:</b>	4532957	NATIONAL ENVIRONMENTAL TRAINERS	
<b>Registration Number:</b>	4840351	SAFETYNEERING	
<b>Registration Number:</b>	4114524	THE NATIONAL REPOSITORY	
<b>Registration Number:</b>	3426945	THE OFFICIAL SITE OF ENVIRONMENTAL HEALT	
<b>Registration Number:</b>	4644790	THE OFFICIAL SITE OF HAZWOPER HANDS ON S	
<b>Registration Number:</b>	4521890	TIMEBOOST	
<b>Registration Number:</b>	3443587	N NATIONAL ENVIRONMENTAL TRAINERS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		

CH \$265.00 4759094

<b>ATTORNEY DOCKET NUMBER:</b>	18569004
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	10/09/2018

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 9, 2018, is executed by National Environmental Trainers, Inc., a Georgia corporation (“Grantor”), for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”).

Pursuant to the Guaranty and Collateral Agreement dated as of March 30, 2018, by and among Grantor, the other grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in its Collateral, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof (in each case, other than Excluded Property), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Agreement. Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) the other Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, except to the extent that any of the following constitute Excluded Property:

- (1) each U.S. Trademark application and registration, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use or amendment to allege use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**NATIONAL ENVIRONMENTAL TRAINERS,  
INC.**, a Georgia corporation,  
as Grantor

By: Eileen Duffy  
Name: Eileen Duffy  
Title: Chief Financial Officer

Acknowledged:

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC**, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

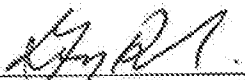
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**NATIONAL ENVIRONMENTAL TRAINERS,  
INC.**, a Georgia corporation,  
as Grantor

By: \_\_\_\_\_  
Name: Derek Dunaway  
Title: Chief Executive Officer

Acknowledged:

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC**, as Administrative Agent

By:  \_\_\_\_\_  
Name: Gerry Burrows  
Title: Managing Director

**SCHEDULE 1**

**Trademark Collateral**

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
National Environmental Trainers, Inc.	86394426	4759094	September 15, 2014	June 23, 2015
National Environmental Trainers, Inc.	86065397	4514693	September 16, 2013	April 15, 2014
National Environmental Trainers, Inc.	85929361	4420152	May 11, 2013	October 15, 2013
National Environmental Trainers, Inc.	86065567	4532957	September 16, 2013	May 20, 2014
National Environmental Trainers, Inc.	86548040	4840351	February 27, 2015	October 27, 2015
National Environmental Trainers, Inc.	85377066	4114524	July 21, 2011	March 20, 2012
National Environmental Trainers, Inc.	78939604	3426945	July 28, 2006	May 13, 2008
National Environmental Trainers, Inc.	86253338	4644790	April 16, 2014	November 25, 2014
National Environmental Trainers, Inc.	86075153	4521890	September 26, 2013	April 29, 2014
National Environmental Trainers, Inc.	77097038	3443587	February 1, 2007	June 10, 2008