

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Security Agreement Supplement No. 1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptim Corp.		04/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5686764	APTIM	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	737330		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/23/2019		
Total Attachments: 5			
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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 1

This SUPPLEMENT NO. 1, dated as of April 23, 2019 (this “**Supplement**”), to the ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2017, is entered into by and among the Persons listed on the signature pages hereof (each, a “**Grantor**”), and UBS AG, Stamford Branch, as ABL Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “**ABL Collateral Agent**”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the ABL PLEDGE AND SECURITY AGREEMENT, dated as of June 30, 2017 (the “**ABL Pledge and Security Agreement**”), by and among APTIM CORP. (f/k/a CSVC ACQUISITION CORP.), a Delaware corporation (the “**Company**”), APTIM HOLDING CORP. (f/k/a CSVC HOLDING CORP.), a Delaware corporation (“**Holdings**”), and each of the subsidiaries of the Company listed on Annex A thereto, and the ABL Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(b) of the ABL Pledge and Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Supplement for recording the Security Interest granted under the ABL Pledge and Security Agreement to the ABL Collateral Agent in each Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the ABL Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the ABL Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of each Grantor’s right, title and interest in and to the United States Trademark registrations and applications and United States Patent registrations and applications set forth in Schedule A hereto (collectively, the “**Collateral**”).

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by each Grantor under this Supplement secures the payment of all amounts that constitute part of the Obligations and would be owed to the ABL Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving each Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Supplement.

SECTION 4. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the ABL Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the ABL Collateral Agent with respect to the Collateral are more fully set forth in the ABL Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the ABL Pledge and Security Agreement, the terms of the ABL Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the ABL Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable 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.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.01 of the Credit Agreement.

IN WITNESS WHEREOF, each Grantor and the ABL Collateral Agent have duly executed this Supplement as of the day and year first above written.

APTIM CORP.

By: 
Name: Jon Grant
Title: EVP & CFO

APTIM INTELLECTUAL PROPERTY
HOLDINGS, LLC

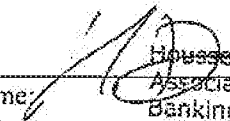
By: 
Name: Jon Grant
Title: Authorized Signatory

IN WITNESS WHEREOF, each Grantor and the ABL Collateral Agent have duly executed this Supplement as of the day and year first above written.

APTIM CORP.
APTIM INTELLECTUAL PROPERTY
HOLDINGS, LLC

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH,
as ABL Collateral Agent

By:  _____
Name: Housem Daly
Title: Associate Director
Banking Products Services, US

By:  _____
Name:
Title: Darlene Arias
Director

[Signature Page – IP Security Agreement Supplement No. 1]

SCHEDULE A TO THE
ABL INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS AND TRADEMARKS

UNITED STATES PATENTS:

	Assignee	Patent Title	Serial No. Filing Date	Patent No. Issue Date
1.	Aptim Intellectual Property Holdings, LLC	Steam Reformation System	11713440 03/02/2007	8647401 02/11/2014

UNITED STATES TRADEMARKS:

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Aptim Corp.	APTIM	87430398 04/28/2017	5686764 02/26/2019