

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM525706

|   |  |  |                            |
|---|--|--|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |  |                            |
| <b>NATURE OF CONVEYANCE:</b>  | INTELLECTUAL PROPERTY SECURITY AGREEMENT                 |  |                            |
| <b>CONVEYING PARTY DATA</b>   |  |  |                            |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b>                    | <b>Entity Type</b>         |
| Accumark, Inc.  |  | 05/28/2019                               | Corporation:               |
| Pipe Vision, LLC  |  | 05/28/2019                               | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |  |  |                            |
| <b>Name:</b>  | SUMITOMO MITSUI BANKING CORPORATION, as collateral agent |  |                            |
| <b>Street Address:</b>  | 277 Park Avenue  |  |                            |
| <b>City:</b>  | New York   |  |                            |
| <b>State/Country:</b>   | NEW YORK   |  |                            |
| <b>Postal Code:</b>   | 10171  |  |                            |
| <b>Entity Type:</b>   | Banking Corporation: JAPAN                               |  |                            |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |  |                            |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>                         |                            |
| <b>Serial Number:</b>   | 87592064   | ACCUMARK SUBSURFACE UTILITY SERVICES PRO |                            |
| <b>Registration Number:</b>   | 5451691  | PIPEVISION                               |                            |
| <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>   | 2122942684   |  |                            |
| <b>Email:</b>   | trademarksny@winston.com                                 |  |                            |
| <b>Correspondent Name:</b>  | Becky Troutman   |  |                            |
| <b>Address Line 1:</b>  | 101 California Street                                    |  |                            |
| <b>Address Line 2:</b>  | Winston & Strawn LLP                                     |  |                            |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94111-5840                     |  |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 201052.8   |  |                            |
| <b>NAME OF SUBMITTER:</b>   | Becky Troutman   |  |                            |
| <b>SIGNATURE:</b>   | /Becky Troutman by trademarkny/                          |  |                            |
| <b>DATE SIGNED:</b>   | 05/30/2019   |  |                            |
| <b>Total Attachments: 5</b>   |  |  |                            |
| source=Hoffman - Accumark - Intellectual Property Security Agreement (Trademarks)   |  |  |                            |
| [Executed]_(13611642)_(1)#page1.tif   |  |  |                            |

CH \$65.00 87592064

source=Hoffman - Accumark - Intellectual Property Security Agreement (Trademarks)  
[Executed]\_(13611642)\_ (1)#page2.tif  
source=Hoffman - Accumark - Intellectual Property Security Agreement (Trademarks)  
[Executed]\_(13611642)\_ (1)#page3.tif  
source=Hoffman - Accumark - Intellectual Property Security Agreement (Trademarks)  
[Executed]\_(13611642)\_ (1)#page4.tif  
source=Hoffman - Accumark - Intellectual Property Security Agreement (Trademarks)  
[Executed]\_(13611642)\_ (1)#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 28, 2019 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **SUMITOMO MITSUI BANKING CORPORATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of August 14, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, in each case, excluding any Excluded Assets (as defined in the Pledge and Security Agreement) (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the


transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

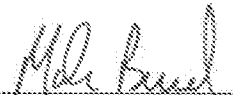
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

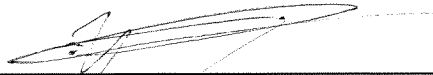
ACCUMARK, INC.,  
as a Grantor

By:   
Name: Mark Burel  
Title: President and Chief Executive Officer

PIPE VISION, LLC,  
as a Grantor


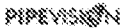
By:   
Name: Mark Burel  
Title: President and Chief Executive Officer

**SUMITOMO MITSUI BANKING CORPORATION,**  
as Collateral Agent

By:   
Name: Yoshiyuki Natsuyama  
Title: Managing Director

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

| Mark/Name  | Status/<br>Status<br>Date         | App.<br>No./Reg.<br>No.               | Owner Information   | Registration<br>Date | Application<br>Date |
|--|-----------------------------------|---------------------------------------|---|----------------------|---------------------|
| <u>ACCUMARK</u><br><u>SUBSURFACE</u><br><u>UTILITY</u><br><u>SERVICES</u><br><u>PROUD</u><br><u>PROFESSIONAL</u><br><u>PRECISE (and</u><br><u>Design)</u><br> | Published<br>February<br>26, 2019 | SN:<br>87/592,064                     | Accumark, Inc.<br>(Virginia Corp.)<br>9500 King Air Court<br>Ashland Virginia<br>23005                          |                      | August 31,<br>2017  |
| <u>PIPEVISION</u><br><u>(and Design)</u><br>   | Registered<br>April 24,<br>2018   | RN:<br>5,451,691<br>SN:<br>87/592,061 | Pipe Vision, LLC<br>(Virginia Limited<br>Liability Company)<br>9500 King Air Court<br>Ashland Virginia<br>23005 | April 24,<br>2018    | August 31,<br>2017  |