

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.S. Held LLC		07/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	150 S. Wacker Drive		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4789424	U.S. HELM U.S. HEALTH AND ENVIRONMENTALL	
Registration Number:	5235454	BRACKEN ENGINEERING	
Registration Number:	5170966	PSS	
Registration Number:	5170958	IRP	
Registration Number:	5170963	WB	
Registration Number:	4216832	CPS CONSTRUCTION PROCESS SOLUTIONS, LTD.	
Registration Number:	5499039	CETRAX	
Registration Number:	3218833	VERITOX	
Registration Number:	5696039	JS HELD	
Registration Number:	5696031	J.S. HELD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		

OP \$265.00 4789424

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	053644-0210
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/09/2019
Total Attachments: 5 source=Watchtower - Notice of Grant of Trademark - J.S. Held LLC Executed#page1.tif source=Watchtower - Notice of Grant of Trademark - J.S. Held LLC Executed#page2.tif source=Watchtower - Notice of Grant of Trademark - J.S. Held LLC Executed#page3.tif source=Watchtower - Notice of Grant of Trademark - J.S. Held LLC Executed#page4.tif source=Watchtower - Notice of Grant of Trademark - J.S. Held LLC Executed#page5.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 1, 2019, made by J.S. Held LLC, a Delaware limited liability company (the "Grantor"), in favor of GOLUB CAPITAL MARKETS LLC, as Administrative Agent and Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of July 1, 2019, by and among Watchtower Merger Sub, LLC (the "Borrower"), the Lenders and the Administrative Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of July 1, 2019, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks owned by such Grantor, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the

foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Assets.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

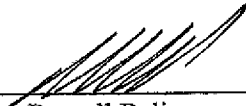
5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

J.S. HELD LLC

By: 
Name: Russell Polin
Title: Treasurer

GOLUB CAPITAL MARKETS LLC, as Agent

By: _____
Name:
Title:

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

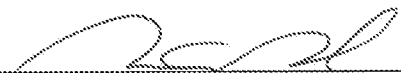
TRADEMARK
REEL: 006689 FRAME: 0365

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

J.S. HELD LLC

By: _____
Name: Russell Polin
Title: Treasurer

GOLUB CAPITAL MARKETS LLC, as Agent




By:  _____
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006689 FRAME: 0366

SCHEDULE I

Trademark Registrations

Mark	App. Number	Filing Date	Reg. Number	Reg. Date
U.S. Helm U.S. Health and Environmental Liability Management, LLC	86476749	12/10/2014	4789424	08/11/2015
BRACKEN ENGINEERING BRACKEN ENGINEERING	87154298	08/29/2016	5235454	07/04/2017
PSS 	87146681	08/22/2016	5170966	03/28/2017
IRP 	87146601	08/22/2016	5170958	03/28/2017
WB 	87146647	08/22/2016	5170963	03/28/2017
CPS Construction Process Solutions, LTD	85499512	12/20/2011	4216832	10/02/2012
CETRAX	87410834	04/13/2017	5499039	06/19/2018
VERITOX	78629528	05/13/2005	3218833	03/13/2007
JS Held	88031897	07/10/2018	5696039	03/12/2019
J.S. Held	88031722	07/10/2018	5696031	03/12/2019