

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536166

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|---|---|--------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nova Engineering and Environmental, LLC | | 08/12/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 600 Peachtree Street, NE | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5202707 | NOVA | |
| Registration Number: | 5202706 | NOVA | |
| Registration Number: | 5107913 | NOVA ACADEMY | |
| Registration Number: | 5107912 | NOVA ACADEMY | |
| Registration Number: | 5103177 | EMPLOYEE OWNED - CLIENT DRIVEN | |
| Registration Number: | 4587786 | NOVA | |
| Registration Number: | 3729267 | NOVA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043311159 | | |
| <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: | 7043311000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com | | |
| Correspondent Name: | MOORE & VAN ALLEN PLLC | | |
| Address Line 1: | 100 North Tryon Street, Suite 4700 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202-4003 | | |
| ATTORNEY DOCKET NUMBER: | 327000.027777 | | |
| NAME OF SUBMITTER: | John Slaughter | | |
| SIGNATURE: | /john slaughter/ | | |

OP \$190.00 5202707

| | |
|---------------------|------------|
| DATE SIGNED: | 08/12/2019 |
|---------------------|------------|

Total Attachments: 5

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source=(2019) TM Security Agreement - Nova Engineering to BoA, as AA#page2.tif

source=(2019) TM Security Agreement - Nova Engineering to BoA, as AA#page3.tif

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TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2019, by NOVA ENGINEERING AND ENVIRONMENTAL, LLC, a Delaware limited liability company (“Grantor”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of March 19, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Watkins Associated Industries, Inc., Wilwat Properties, Inc., the subsidiary guarantors from time to time party thereto, the banks and other financial institutions from time to time parties thereto (the “Lenders”), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Watkins Associated Industries, Inc., certain Subsidiaries and Affiliates of Watkins Associated Industries, Inc., and the Administrative Agent are parties to that certain Third Amended and Restated Security and Pledge Agreement, dated as of March 19, 2018, in favor of the Administrative Agent for the benefit of the Lenders and certain other Secured Parties as provided therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grants of Security Interests in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its rights, title and interests in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests 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.

[SIGNATURE PAGES FOLLOW]

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

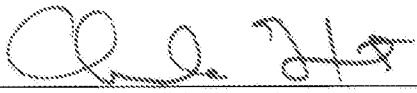
Very truly yours,

NOVA ENGINEERING AND
ENVIRONMENTAL, LLC,
as Grantor

By: John D. Maggard
Name: John D. Maggard
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Charles Hart
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|--------------------------------|-----------------|------------------|
| NOVA and Design | 5202707 | 05/16/17 |
| NOVA and Design | 5202706 | 05/16/17 |
| NOVA ACADEMY and Design | 5107913 | 12/27/16 |
| NOVA ACADEMY | 5107912 | 12/27/16 |
| EMPLOYEE OWNED – CLIENT DRIVEN | 5103177 | 12/20/16 |
| NOVA | 4587786 | 08/19/14 |
| NOVA and Design | 3729267 | 12/22/09 |