

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantum Spatial, Inc.		09/05/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1509026	DAT/EM	
Registration Number:	2779028	PIXXURES	
Registration Number:	3344199	AERO-METRIC	
Registration Number:	3492738	AIR SURVEY	
Registration Number:	4173758	AEROMETRIC GEOSPATIAL SOLUTIONS	
Registration Number:	4195306	AEROMETRIC	
Registration Number:	4272706	ON TARGET GEOSPATIAL SOLUTIONS	
Registration Number:	4407842	PREMIERGEO	
Registration Number:	4664553	Q QUANTUM SPATIAL	
Registration Number:	4664554	Q QUANTUM SPATIAL	
Registration Number:	5137516	DAT/EM	
Registration Number:	5137517	DAT/EM SYSTEMS INTERNATIONAL	
Registration Number:	5164757	Q QUANTUM INSITE	
Registration Number:	5170009	QUANTUM INSITE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		

OP \$365.00 1509026

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7428.055

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 09/05/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 5, 2019, by Quantum Spatial, Inc., a Wisconsin corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as borrower, certain of its affiliates, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral");

- (a) all of its Trademarks including 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 such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature page follows]

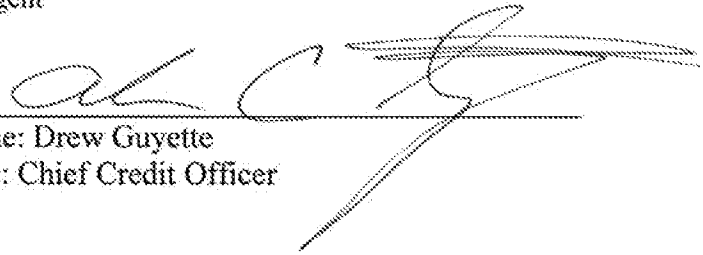
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QUANTUM SPATIAL, INC., a Wisconsin corporation

By: 
Name: Mark Abatto
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Country	Trademark	Reg. Date	Reg. No.	Owner	
U.S.A.	DĀT/EM (Stylized)	18-Oct-1988	1509026	Quantum Inc.	Spatial,
U.S.A.	PIXXURES	4-Nov-2023	2779028	Quantum Inc.	Spatial,
U.S.A.	AERO-METRIC	27-Nov-2007	3344199	Quantum Inc.	Spatial,
U.S.A.	AIR SURVEY	26-Aug-2008	3492738	Quantum Inc.	Spatial,
U.S.A.	AEROMETRIC GEOSPATIAL SOLUTIONS & Design	17-Jul-2012	4173758	Quantum Inc.	Spatial,
U.S.A.	AEROMETRIC	21-Aug-2012	4195306	Quantum Inc.	Spatial,
U.S.A.	ON TARGET GEOSPATIAL SOLUTIONS	8-Jan-2013	4272706	Quantum Inc.	Spatial,
U.S.A.	PREMIERGEO	24-Sep-2013	4407842	Quantum Inc.	Spatial,
U.S.A.	Q QUANTUM SPATIAL (Stylized) in Class 42	30-Dec-2014	4664553	Quantum Inc.	Spatial,
U.S.A.	Q QUANTUM SPATIAL (Stylized) in Class 9	30-Dec-2014	4664554	Quantum Inc.	Spatial,
U.S.A.	DAT/EM (Word) in Class 9	7-Feb-2017	5137516	Quantum Inc.	Spatial,
U.S.A.	DAT/EM Systems International Logo (Stylized) in Class 9	7-Feb-2017	5137517	Quantum Inc.	Spatial,
U.S.A.	Quantum Insite (Stylized) in Class 42	21-March-2017	5164757	Quantum Inc.	Spatial,
U.S.A.	Quantum Insite in Class 42	28-March-2017	5170009	Quantum Inc.	Spatial,