

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Utiliworks Consulting, L.L.C.		02/03/2020	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Fund Services, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77834801	UTILIWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	02/06/2020		
<b>Total Attachments: 5</b>			
source=2020-02-03 Executed Security Agreement From Utiliworks Consulting#page1.tif			
source=2020-02-03 Executed Security Agreement From Utiliworks Consulting#page2.tif			
source=2020-02-03 Executed Security Agreement From Utiliworks Consulting#page3.tif			
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source=2020-02-03 Executed Security Agreement From Utiliworks Consulting#page5.tif			

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2020 (the “**Agreement**”), by and between UTILIWORKS CONSULTING, L.L.C., a Louisiana limited liability company (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Credit Agreement (defined below), “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

**WHEREAS**, ES Ventures LLC, a Delaware limited liability company (the “**Company**”), ES Intermediate, LLC, a Delaware limited liability company (“**Borrower**”), the lenders from time to time party to the Credit Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Credit Agreement dated as of June 14, 2019 (as amended, restated, or supplemented from time to time, the “**Credit Agreement**”);

**WHEREAS**, Debtor is affiliated with Borrower and the Company and Debtor, the Company, Borrower, and Secured Party have entered into that certain Guarantee and Collateral Agreement dated as of June 14, 2019 (as amended, restated, or supplemented from time to time, the “**Guarantee and Collateral Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to continue to extend credit to Borrower under the Credit Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

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

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligations, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising (except, in each case, to the extent any of the IP Collateral constitutes Excluded Property):

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligations, this Agreement shall terminate and the security interest in the IP Collateral shall be released, and Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Guarantee and Collateral Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in 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. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

**DEBTOR:**

**UTILIWORKS CONSULTING, L.L.C.**

By:   
Name: Robert A. Langley  
Title: Vice President

**SECURED PARTY:**

**DEERPATH FUND SERVICES, LLC**  
a Delaware limited liability company,  
as Agent

By: 

Name: Anish Bahl

Title: Chief Financial Officer

**Schedule 1**

**to**

**Patent and Trademark Security Agreement**

***Patents***

None.

***Registered Trademarks and Applications for Registration of Trademarks***

<b>Mark</b>	<b>Reg. No./Reg. Date</b>	<b>Application No./Filing Date</b>	<b>Country</b>
Utiliworks	4065086 12/6/11	77834801 9/25/2009	U.S.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]