

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583197

<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>
Ground Penetrating Radar Systems, LLC		06/26/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4662376	ENCOMPASS INSPECTIONS	
<b>Registration Number:</b>	5484975	GPRS	
<b>Registration Number:</b>	4383242	MASTER LOCATORS	
<b>Registration Number:</b>	5673694	SRIMAGING	
<b>Registration Number:</b>	5689296	SUBSURFACE INVESTIGATION METHODOLOGY SIM	
<b>Registration Number:</b>	5430283	SUBSURFACE SCANNING SOLUTIONS	
<b>Registration Number:</b>	5199406	THE FIRST STEP TO A SMARTER JOB SITE	
<b>Registration Number:</b>	4124161	THE NEW WAY TO X-RAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		

CH \$215.00 4662376

<b>DATE SIGNED:</b>	06/26/2020
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**Total Attachments: 6**

- source=4. Trademark Security Agreement - Antares (Agent) - Executed#page1.tif
- source=4. Trademark Security Agreement - Antares (Agent) - Executed#page2.tif
- source=4. Trademark Security Agreement - Antares (Agent) - Executed#page3.tif
- source=4. Trademark Security Agreement - Antares (Agent) - Executed#page4.tif
- source=4. Trademark Security Agreement - Antares (Agent) - Executed#page5.tif
- source=4. Trademark Security Agreement - Antares (Agent) - Executed#page6.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2020, is made by Ground Penetrating Radar Systems, LLC, a Delaware limited liability company (“Grantor”), in favor of Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of dated as of June 26, 2020 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among GPRS Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), Ground Penetrating Radar Systems, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties party thereto, the Lenders party thereto, the L/C Issuer from time to time party thereto and Antares Capital LP, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of June 26, 2020 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.      Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest 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 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

**GROUND PENETRATING RADAR SYSTEMS,  
LLC, as Grantor**

By: 

Name: Matthew Aston

Title: President, Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 006980 FRAME: 0108**

ACCEPTED AND AGREED  
as of the date first above written:



**ANTARES CAPITAL LP,**  
as Agent

By: *Danielle Attaie*  
Name: Danielle Attaie  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Owner	Registration Number	Registration Date	Status
ENCOMPASS INSPECTIONS	U.S.	Ground Penetrating Radar Systems, LLC	4662376	December 30, 2014	Registered
GPRS	U.S.	Ground Penetrating Radar Systems, LLC	5484975	June 5, 2018	Registered
MASTER LOCATORS	U.S.	Ground Penetrating Radar Systems, LLC	4383242	August 13, 2013	Registered
SRIMAGING & Design 	U.S.	Ground Penetrating Radar Systems, LLC	5673694	February 12, 2019	Registered
SUBSURFACE INVESTIGATION METHODOLOGY SIM & Design 	U.S.	Ground Penetrating Radar Systems, LLC	5689296	March 5, 2019	Registered
SUBSURFACE SCANNING SOLUTIONS	U.S.	Ground Penetrating Radar Systems, LLC	5430283	March 20, 2018	Registered

THE FIRST STEP TO A SMARTER JOB SITE	U.S.	Ground Penetrating Radar Systems, LLC	5199406	May 9, 2017	Registered
THE NEW WAY TO X-RAY	U.S.	Ground Penetrating Radar Systems, LLC	4124161	April 10, 2012	Registered

2. TRADEMARK APPLICATIONS

None.