

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascent PGM, LLC		09/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5288662	ASCENT	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (154301-01005 ND)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	154301-01005		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	09/10/2020		
Total Attachments: 6			
source=Joinder - Trademark Security Agreement (MS-Anser) - Executed#page1.tif			
source=Joinder - Trademark Security Agreement (MS-Anser) - Executed#page2.tif			

OP \$40.00 5288662

source=Joinder - Trademark Security Agreement (MS-Anser) - Executed#page3.tif

source=Joinder - Trademark Security Agreement (MS-Anser) - Executed#page4.tif

source=Joinder - Trademark Security Agreement (MS-Anser) - Executed#page5.tif

source=Joinder - Trademark Security Agreement (MS-Anser) - Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 1st day of September, 2020, by the Grantor listed on the signature pages hereof ("Grantor"), in favor CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent for itself and the other Lenders (in such capacity, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Senior Credit Facility Agreement, as of December 30, 2019, by and among NATIONAL PROGRAM MANAGEMENT & PROJECT CONTROLS, LLC, a Delaware limited liability company ("Holdco"), NATIONAL CAPITAL IMPROVEMENT CORP., a Delaware corporation ("Blocker"), ANSER ADVISORY, LLC, a Delaware limited liability company ("Opc" or "Borrower Representative") and, together with Holdco, Blocker, and each of the other direct and indirect Subsidiaries of Holdco signatory hereto from time to time, the "Borrowers" and, each, a "Borrower"), the lenders from time to time party to the Credit Agreement (collectively, the "Lenders") and Administrative Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Joinder to Credit Agreement, dated as of the date hereof, by and among the Grantor and the Borrowers (the "Joinder") and the Security and Pledge Agreement, dated as of the Original Closing Date, by and among, the Borrowers, Administrative Agent, and other parties thereto (the "Security and Pledge Agreement"), Grantor has granted to Administrative Agent a Lien on substantially all of its personal property;

WHEREAS, pursuant to the Credit Agreement, the Joinder, and the Security and Pledge Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the 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 Credit Agreement or the Security and Pledge Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a continuing security interest in and first priority Lien on all of Grantor's Collateral, including all 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 Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks") and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto, but excluding "intent-to-use" United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) (collectively, "Trademarks"); provided, however that upon filing of an amendment to allege use or statement of use under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), which

conforms with 15 U.S.C. §1051(a), such trademarks shall be immediately and automatically deemed "Trademarks" under this Agreement;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Administrative Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Credit Agreement and the Security and Pledge Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with those of the Credit Agreement or the Security and Pledge Agreement, the provisions of the Credit Agreement or the Security and Pledge Agreement, as applicable, shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall create or obtain rights to any new Trademarks or Licenses for Trademarks, in each case, constituting Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Loan Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than Unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

9. **LOAN DOCUMENT.** This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.


10. **INCORPORATION.** The provisions of Section 5.16 (Costs and Expenses), Section 10.7 (Notice), Section 10.9 (Severability), Section 10.16 (Waiver of Jury Trial), and of the Credit Agreement are incorporated herein by reference *mutatis mutandis* with the same force and effect as if expressly written herein.

[Remainder of page intentionally left blank; 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.

GRANTOR:

ASCENT PGM, LLC

By: 
Name: Christopher Lee
Title: Secretary

ACCEPTED AND
ACKNOWLEDGED BY:

CORTLAND CAPITAL MARKET SERVICES LLC

By: J. K.
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark Name	Owner	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
Ascent	ASCENT PGM, LLC	USA	5288662	7/4/17 (2/26/16)