

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601284

<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>
Salas O'Brien Engineers, Inc.		10/02/2020	Corporation: CALIFORNIA
Salas O'Brien Holdings, Inc.		10/02/2020	Corporation: CALIFORNIA
Global Engineering Solutions, Inc.		10/02/2020	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMPQUA BANK		
<b>Street Address:</b>	4040 MacArthur Blvd.		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Chartered Bank: OREGON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3493416	EXPECT A DIFFERENCE	
<b>Registration Number:</b>	4331476	COMMON SENSE COMMISSIONING	
<b>Registration Number:</b>	3501052	GES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	lvincent@mcguirewoods.com		
<b>Correspondent Name:</b>	Stephanie A. Martinez		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Stephanie Martinez		
<b>SIGNATURE:</b>	/Stephanie Martinez/		
<b>DATE SIGNED:</b>	10/06/2020		
<b>Total Attachments: 5</b>			

OP \$90.00 3493416

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of October 2, 2020 (this "Agreement") is made among SALAS O'BRIEN ENGINEERS, INC., a California corporation, SALAS O'BRIEN HOLDINGS, INC., a California corporation, GLOBAL ENGINEERING SOLUTIONS, INC., a Maryland corporation (collectively, the "Grantors"), and UMPQUA BANK, an Oregon state-chartered bank ("Lender").

W I T N E S S E T H :

WHEREAS, the Grantors, various affiliates of Grantors from time to time party thereto, and Lender have entered into that certain Amended and Restated Credit Agreement dated as of October 2, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and various affiliates of the Grantors from time to time party thereto have entered into that certain Amended and Restated Security Agreement dated as of October 2, 2020 with the Lender (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Credit Agreement and the Security Agreement require the Grantors to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Obligations, the Grantors hereby grant to Lender, a lien on and security interest in, and acknowledge and agree that the Lender has and shall continue to have a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;
- (b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present, or future infringement of any Trademark, or for enforcement of any Trademark.

SECTION 3. Security Interest. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Lender in the Trademark 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 granted to the Lender pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Release of Security Interest. Upon the date on which all of the Obligations have been paid in full in cash and Lender's commitments under the Credit Agreement have terminated, the Lender shall, at the Grantors' expense, execute and deliver to each Grantor all instruments and other documents, and take all other actions reasonably requested by the Grantors, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

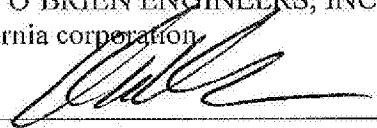
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Pages Follow]

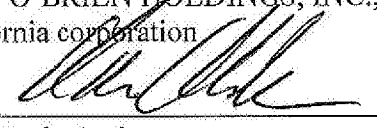
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

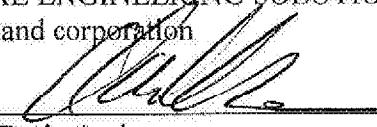
SALAS O'BRIEN ENGINEERS, INC.,  
a California corporation

By:   
Name: Darin Anderson  
Its: Chief Executive Officer

SALAS O'BRIEN HOLDINGS, INC.,  
a California corporation

By:   
Name: Darin Anderson  
Its: Chief Executive Officer

GLOBAL ENGINEERING SOLUTIONS, INC.,  
a Maryland corporation

By:   
Name: Darin Anderson  
Its: President

TRADEMARK SECURITY AGREEMENT  
(SALAS O'BRIEN)  
SIGNATURE PAGE

LENDER:

UMPQUA BANK,  
an Oregon state-chartered bank

By:  \_\_\_\_\_

Name: Eugene de la Cruz

Its: SVP, Senior Corporate Relationship Manager

ATTACHMENT 1  
to Trademark Security Agreement

<b>Registered Owner</b>	<b>Trademark or Trademark Application</b>	<b>Registration Number</b>	<b>Filing Date</b>
Salas O'Brien Engineers, Inc.	expect a difference (service mark)	3493416	August 26, 2008 (Renewed October 3, 2017)
Salas O'Brien Holdings, Inc.	Common Sense Commissioning	4331476	May 7, 2013 (Renewed May 20, 2018)
Global Engineering Solutions, Inc.	GES (Stylized/Design)	3501052	September 16, 2008