

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601462

<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>	Caltius Partners V, LP		
<b>Street Address:</b>	11766 Wilshire Blvd., Suite 850		
<b>Internal Address:</b>	c/o Caltius Capital Management, LP		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<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>Phone:</b>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco/		
<b>DATE SIGNED:</b>	10/06/2020		

CH \$90.00 3493416

**Total Attachments: 5**

source=Caltius\_SOB- Trademark Security Agreement (EV)#page1.tif

source=Caltius\_SOB- Trademark Security Agreement (EV)#page2.tif

source=Caltius\_SOB- Trademark Security Agreement (EV)#page3.tif

source=Caltius\_SOB- Trademark Security Agreement (EV)#page4.tif

source=Caltius\_SOB- Trademark Security Agreement (EV)#page5.tif

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of even date herewith (the "Subordination Agreement"), by and among CALTIUS PARTNERS V, LP, a Delaware limited partnership and the other Subordinated Lenders (as defined therein), UMPQUA BANK, an Oregon state-chartered bank, as Senior Lender (as defined therein) (in such capacity, the "Senior Lender"), and acknowledged by SALAS O'BRIEN HOLDINGS, INC., a Delaware corporation (the "Company"), the other borrowers from time to time party to the Senior Loan Agreement (as defined therein) (together with the Company, each, a "Borrower" and, collectively, the "Borrowers"), each of the guarantors from time to time party to the Senior Loan Agreement (each, a "Guarantor" and collectively, the "Guarantors"; the Borrowers together with the Guarantors, the "Loan Parties"), to the indebtedness (including interest) owed by Loan Parties pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith, by and among Loan Parties and Senior Lender, and to indebtedness refinancing the indebtedness under that agreement, to the extent permitted by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

#### 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 CALTIUS PARTNERS V, LP ("Caltius"), as Agent (as defined below).

#### WITNESSETH :

WHEREAS, the Grantors, Caltius, as agent for the other Holders (in such capacity, the "Agent"), and the Holders party thereto, have entered into an Investment Agreement dated as of October 2, 2020 (as amended, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and various affiliates of the Grantors from time to time parties thereto have entered into a Guaranty and Collateral Agreement dated as of October 2, 2020 with the Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Guaranty and Collateral Agreement"); and

WHEREAS, the Guaranty and Collateral Agreement requires 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 Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Secured Obligations, the Grantors hereby grant to the Agent, for the benefit of the Holders, a lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have, for the benefit of the Holders, 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. Guaranty and Collateral Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent 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 Agent for its benefit and the benefit of each other Holder pursuant to the Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement (and all rights and remedies of the Agent and each other Holder 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 Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

SECTION 4. Release of Security Interest. Upon the date on which all of the Secured Obligations have been paid in full in cash and each Holder's commitments has been terminated, the Agent 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 Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Guaranty 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.

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 NEW YORK APPLICABLE 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.

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.


SALAS O'BRIEN ENGINEERS, INC.

By:   
Name: Darin Anderson  
Its: Chief Executive Officer

Address:

305-337 315, 335 South 11th Street,  
San Jose, CA 95112


SALAS O'BRIEN HOLDINGS, INC.

By:   
Name: Darin Anderson  
Its: Chief Executive Officer

Address:

3700 South Susan Street, Suite 150, Santa Ana, CA  
92704

GLOBAL ENGINEERING SOLUTIONS, INC.

By:   
Name: Darin Anderson  
Its: President

Address:

Suite 301, 6700A Rockledge Drive,  
Bethesda, MD 20817

CALTIUS PARTNERS V, LP, as Agent

By: GPM V, LP, its general partner

By: UGPM V, LLC, its general partner

By: 

\_\_\_\_\_  
Name: Michael Kane

Its: Managing Director

Address:

c/o Caltius Capital Management, LP  
11766 Wilshire Blvd., Suite 850  
Los Angeles, CA 90025  
Attention: Michael Kane  
Facsimile No. (310) 996-9577

*(Signature Page to Trademark Security Agreement)*

**TRADEMARK**  
**REEL: 007071 FRAME: 0818**

ATTACHMENT 1  
to Trademark Security Agreement

Registered Owner	Trademark or Trademark Application	Registration Number	Filing Date
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