

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM605979

<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>
National Technical Systems, Inc.		10/28/2020	Corporation: CALIFORNIA
National Quality Assurance - U.S.A., Inc.		10/28/2020	Corporation: MASSACHUSETTS
NTS Technical Systems		10/28/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANTOR FITZGERALD SECURITIES		
<b>Street Address:</b>	1801 N. Military Trail, Suite 202		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33431		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2530147	NTS	
<b>Registration Number:</b>	4316490	UNITEK TECHNICAL SERVICES	
<b>Registration Number:</b>	4802652	LIGHTNING TECHNOLOGIES	
<b>Registration Number:</b>	4629946	DYNAMICDAQ	
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1284139 TM		
<b>NAME OF SUBMITTER:</b>	Alexis Lupica		

OP \$115.00 2530147

<b>SIGNATURE:</b>	/Alexis Lupica/
<b>DATE SIGNED:</b>	10/30/2020
<b>Total Attachments: 6</b> source=NTS - 2L Trademark Security Agreement#page1.tif source=NTS - 2L Trademark Security Agreement#page2.tif source=NTS - 2L Trademark Security Agreement#page3.tif source=NTS - 2L Trademark Security Agreement#page4.tif source=NTS - 2L Trademark Security Agreement#page5.tif source=NTS - 2L Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 28, 2020, by and among National Technical Systems, Inc., a California corporation, National Quality Assurance – U.S.A., Inc., a Massachusetts corporation, and NTS Technical Systems, a California corporation (each, a "Grantor", and collectively, the "Grantors"), in favor of CANTOR FITZGERALD SECURITIES, in its capacity as collateral agent ("Collateral Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 28, 2020, by and among Grantors, the other Loan Parties party thereto, Collateral Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Borrowers;

WHEREAS, as a condition to the availability of the Loans and other financial accommodations under the Credit Agreement, Collateral Agent and Lenders have required, among other things, that Grantors execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of October 28, 2020, by and among Grantors, the other grantors party thereto and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, each Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement and/or Credit Agreement, as applicable.

SECTION II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing second priority security interest in, and lien upon (subject to Permitted Encumbrances), all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto together with any goodwill associated therewith, and all proceeds and products thereof.

SECTION III. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION IV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission (including, ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

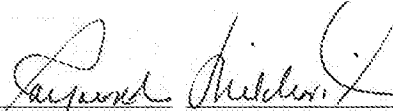
SECTION V. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

SECTION VI. RIGHTS OF THE COLLATERAL AGENT. Cantor Fitzgerald Securities is acting under this Agreement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Credit Agreement, as if such rights, privileges and immunities were set forth herein.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL TECHNICAL SYSTEMS, INC.  
NTS TECHNICAL SYSTEMS

By:   
Name: Raymond Milchovich  
Title: Chief Executive Officer and President

NATIONAL QUALITY ASSURANCE – U.S.A., INC.

By: \_\_\_\_\_  
Name: Kevin Beard  
Title: Chief Executive Officer and President

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATIONAL TECHNICAL SYSTEMS, INC.  
NTS TECHNICAL SYSTEMS

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

Name: Raymond Milchovich

Title: Chief Executive Officer and President

NATIONAL QUALITY ASSURANCE – U.S.A., INC.

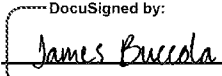

By: Kevin Beard

Name: Kevin Beard

Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:


CANTOR FITZGERALD SECURITIES,  
as Collateral Agent

By:   
Name:  B733667B2F8943A...  
Title: James Buccola  
Head of Fixed Income



Schedule A

Registered Trademarks

<b>Trademark Name</b>	<b>Owner</b>	<b>Class(es)</b>	<b>Serial No.</b>	<b>Registration No.</b>
NTS and Design 	National Technical Systems, Inc.	Class A Certification Mark	7546255 0	2530147
UNITEK TECHNICAL SERVICES	National Quality Assurance – U.S.A., Inc.	42	8569078 0	4316490
LIGHTNING TECHNOLOGIE S	NTS TECHNICAL SYSTEMS	41 & 42	8645268 9	4802652
DYNAMICDAQ	NTS Technical Systems	9	8617015 9	4629946