

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EAGLE INFRASTRUCTURE SERVICES, INC.		12/10/2020	Corporation: FLORIDA
APPLIED CONSULTANTS, INC.		12/10/2020	Corporation: TEXAS
CLEVELAND INTEGRITY SERVICES, INC.		12/10/2020	Corporation: OKLAHOMA
CENTRAL NDT, INC.		12/10/2020	Corporation: OKLAHOMA
ENCOMPASS SERVICES, LLC		12/10/2020	Limited Liability Company: TEXAS
PERENNIAL ENVIRONMENTAL I, LLC		12/10/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	OWL ROCK CAPITAL CORPORATION
Street Address:	399 Park Avenue, 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5882400	CLEVELAND INTEGRITY SERVICES
Registration Number:	6077537	CIS
Registration Number:	6077538	CIS
Registration Number:	5836553	CLEVELAND ASSET INTEGRITY SERVICES
Registration Number:	5882403	CAIS
Registration Number:	5882404	CAIS CLEVELAND ASSET INTEGRITY SERVICES
Registration Number:	5877983	APPLIED CONSULTANTS, INC.
Registration Number:	5877984	APPLIED CONSULTANTS, INC.
Registration Number:	5882401	CENTRAL NDT
Registration Number:	5882402	CENTRAL NDT
Registration Number:	6021621	EAGLE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6021622	EAGLE INFRASTRUCTURE SERVICES
Registration Number:	5894630	PERENNIAL ENVIRONMENTAL SERVICES
Registration Number:	5894629	PERENNIAL ENVIRONMENTAL SERVICES
Serial Number:	88171205	ENCOMPASS
Serial Number:	88171207	ENCOMPASS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1301711
NAME OF SUBMITTER:	Hannah Adkins
SIGNATURE:	/Hannah Adkins/
DATE SIGNED:	12/11/2020

Total Attachments: 6

source=Applied Cleveland Trademark Filing (December 2020)#page2.tif
source=Applied Cleveland Trademark Filing (December 2020)#page3.tif
source=Applied Cleveland Trademark Filing (December 2020)#page4.tif
source=Applied Cleveland Trademark Filing (December 2020)#page5.tif
source=Applied Cleveland Trademark Filing (December 2020)#page6.tif
source=Applied Cleveland Trademark Filing (December 2020)#page7.tif

Execution Version

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 10, 2020 (this “**Agreement**”), among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of September 8, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR Arsenal Holdings Corp., a Delaware corporation (“**Parent**”), FR Arsenal Holdings II Corp., a Delaware corporation (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of September 8, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Parent, the other Guarantors from time to time party thereto, Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**”). The Lenders and the L/C Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor pursuant to the Security Agreement has granted, and hereby grants, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I; and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. This Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic method of transmission will be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EAGLE INFRASTRUCTURE SERVICES, INC.,
a Florida corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

APPLIED CONSULTANTS, INC.,
a Texas corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

CLEVELAND INTEGRITY SERVICES, INC.,
an Oklahoma corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

CENTRAL NDT, INC.,
an Oklahoma corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

ENCOMPASS SERVICES, LLC,
a Texas limited liability company

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

PERENNIAL ENVIRONMENTAL I, LLC,
a Texas limited liability company

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

OWL ROCK CAPITAL CORPORATION
as Collateral Agent

By:  _____

Name: Alexis Maged
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I

Trademark Registrations/Applications

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Cleveland Integrity Services, Inc.	United States	Cleveland Integrity Services, Inc. – NAME	Registration # 5,882,400	Registration Date 10/15/19
Cleveland Integrity Services, Inc.	United States	CIS – NAME	Registration # 6,077,537	Registration Date 6/16/20
Cleveland Integrity Services, Inc.	United States	CIS – LOGO	Registration # 6,077,538	Registration Date 6/16/20
Cleveland Integrity Services, Inc.	United States	Cleveland Asset Integrity Services - NAME	Registration # 5,836,553	Registration Date 8/13/19
Cleveland Integrity Services, Inc.	United States	CAIS – NAME	Registration # 5,882,403	Registration Date 10/15/19
Cleveland Integrity Services, Inc.	United States	CAIS – LOGO	Registration # 5,882,404	Registration Date 10/15/19
Applied Consultants, Inc.	United States	Applied Consultants, Inc. – NAME	Registration # 5,877,983	Registration Date 10/8/19
Applied Consultants, Inc.	United States	Applied Consultants, Inc. – LOGO	Registration # 5,877,984	Registration Date 10/8/19
Central NDT, Inc.	United States	Central NDT – NAME	Registration # 5,882,401	Registration Date 10/15/19
Central NDT, Inc.	United States	Central NDT – LOGO	Registration # 5,882,402	Registration Date 10/15/19
Eagle Infrastructure Services, Inc.	United States	Eagle Infrastructure Services – NAME	Registration # 6,021,621	Registration Date 3/31/20

Eagle Infrastructure Services, Inc.	United States	Eagle Infrastructure Services – LOGO	Registration # 6,021,622	Registration Date 3/31/20
Perennial Environmental I, LLC	United States	Perennial Environmental SERVICES– NAME	Registration # 5,894,630	Registration Date 10/29/19
Perennial Environmental I, LLC	United States	Perennial Environmental – LOGO	Registration # 5,894,629	Registration Date 10/29/19
Encompass Services, LLC	United States	Encompass - NAME	Application # 8,817,1205	Application Date 10/26/18
Encompass Services, LLC	United States	Encompass - LOGO	Application # 8,817,1207	Application Date 10/26/18