

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620637

<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>
Systems Engineering Group, Inc.		01/14/2021	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Administrative Agent		
<b>Street Address:</b>	P.O. Box 12926		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35202		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4994303	SEG INTELLIGENCE APPLIED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043738822		
<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>	7043734640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon Street		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2073010-0030		
<b>NAME OF SUBMITTER:</b>	Betty G. Smith		
<b>SIGNATURE:</b>	/Betty G. Smith/		
<b>DATE SIGNED:</b>	01/15/2021		
<b>Total Attachments: 5</b>			
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NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of January 14, 2021, is made by Systems Engineering Group, Inc., a Maryland corporation (the "Grantor"), in favor of Regions Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 5, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Quantitech Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), Quantitech LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuer from time to time party thereto and Regions Bank, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May [4], 2020 in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SYSTEMS ENGINEERING GROUP, INC.

as Grantor

Darryl

Wortman

By:

Name: Allan Darryl Wortman

Title: President and Chief Executive Director

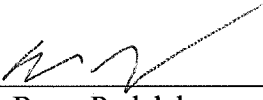
Digitally signed by: Darryl  
Wortman  
DN: CN = Darryl Wortman email =  
darryl.wortman@quantitech.com  
C = US O = QuantiTech, LLC  
Date: 2021.01.08 09:48:54 -06'00'

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007163 FRAME: 0345**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

REGIONS BANK,  
as Administrative Agent

By:   
Name: Bruce Rudolph  
Title: Director

**SCHEDULE 1  
TO  
NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Trademark Registrations

**1. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>	<b>Status</b>
SEG Intelligence Applied	86-575,972/March, 25, 2015	4994303/July 5, 2016	Systems Engineering Group, Inc.	Renewal due July 5, 2026.

**2. TRADEMARK APPLICATIONS**

None.