

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Industrial Services Group Inc.		12/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EICF Agent LLC, as Agent		
Street Address:	600 3rd Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4668286	GP	
Registration Number:	4877891	GP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212-655-3348		
Email:	zhanusek@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Attn: Zach Hanusek		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Zachary Hanusek		
SIGNATURE:	/Zachary Hanusek/		
DATE SIGNED:	12/17/2020		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>Williams Industrial Services Group Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) Delaware</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>EICF Agent LLC, as Agent</u></p> <p>Street Address: <u>600 3rd Avenue, 38th Floor</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u></p> <p>Country: <u>USA</u> Zip: <u>10016</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>Delaware</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/16/2020

Assignment Merger
 Security Agreement Change of Name
 Other _____

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ Text _____</p> <p>See Schedule I attached to the Trademark Security Agreement</p>	<p>B. Trademark Registration No.(s) _____</p> <p>See Schedule I attached to the Trademark Security Agreement</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule I attached to the Trademark Security Agreement

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Chapman and Cutler LLP</u></p> <p>Internal Address: <u>Attn: Zach Hanusek</u></p> <p>Street Address: <u>1270 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u> Zip: <u>10020</u></p> <p>Phone Number: <u>212-655-3348</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>zhanusek@chapman.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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9. Signature: Zachary Hanusek 12/16/2020

Signature Date

Zachary Hanusek

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 16, 2020, is made by WILLIAMS INDUSTRIAL SERVICES GROUP INC., a Delaware corporation (the "Grantor"), in favor of EICF AGENT LLC, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, as a Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks owned by the Grantor and all Licenses providing for the grant by or to the Grantor of any right under any Trademark, 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 or such License; 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.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Agent.

Section 3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder. NOTWITHSTANDING THE FOREGOING, THE GRANTOR SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON.

Section 6. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Agent shall, at the sole cost and expense of the Credit Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 7. 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 signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

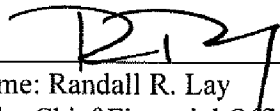
Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the conflicts of law provisions thereof.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

WILLIAMS INDUSTRIAL SERVICES GROUP
INC., as Grantor

By: 
Name: Randall R. Lay
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

EICF AGENT LLC, as Agent



By: 

Name: HARRY GIOVANI
Title: AUTHORIZED SIGNATORY

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Trademark Title	Registered Owner	Application No. (Serial Number)	Date of Application (Filing Date)	Registration Number	Registration Date
	Williams Industrial Services Group Inc.	85983006	11/28/2012	4668286	01/06/2015
	Williams Industrial Services Group Inc.	85789927	11/28/2012	4877891	12/29/2015