

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ONPOINT INDUSTRIAL SERVICES, LLC		03/15/2021	Limited Liability Company: DELAWARE
CERTIFIEDSAFETY, LLC		03/15/2021	Limited Liability Company: TEXAS
CALCULATED CONTROLS, LLC		03/15/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	STELLUS CAPITAL INVESTMENT CORPORATION, as Administrative Agent
Street Address:	4400 Post Oak Parkway
Internal Address:	Suite 2200
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5114323	CALCULATED CONTROLS THE OWNER'S ADVOCATE
Registration Number:	4546786	CERTIFIED SAFETY
Registration Number:	4546785	CERTIFIEDSAFETY
Registration Number:	4514179	BRIDGING THE GAP BETWEEN SAFETY AND PROD
Registration Number:	4930903	SMARTTRACK
Registration Number:	4877180	WORKSMART
Registration Number:	4868616	THE TURNAROUND COACH
Registration Number:	4866346	SMARTSTART
Registration Number:	4863136	WTMC
Registration Number:	4863122	EQSP

CORRESPONDENCE DATA

Fax Number: 7043311159

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043311000
Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036760.000291
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	03/15/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made this 15th day of March, 2021, by and among **ONPOINT INDUSTRIAL SERVICES, LLC**, a Delaware limited liability company (“Onpoint”), **CERTIFIEDSAFETY, LLC**, a Texas limited liability company (“CertifiedSafety”), **CALCULATED CONTROLS, LLC**, a Texas limited liability company (“Calculated”); and together with Onpoint and CertifiedSafety, collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **STELLUS CAPITAL INVESTMENT CORPORATION**, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, as Borrowers, **CLIFTON PLANNING, LLC**, a Texas limited liability company, as a Borrower, **ONPOINT PARENT HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), as a Guarantor, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Loan Parties party thereto shall have executed and delivered to Administrative Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, on behalf of and for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and 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:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Article I of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**.

(a) Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(i) all of its Trademarks and IP Licenses of Trademarks to which it is a party including those referred to on Schedule I;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License of a Trademark; and

(iii) all products and proceeds (as such terms are defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP Licenses of Trademarks.

(b) Notwithstanding anything in Section 2(a), no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt (but in any event not to exceed five (5) Business Days from the date on which Grantor receives such new Trademark rights or on which any Trademark registration is renewed or extended, as applicable) notice in writing to Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.

(i) CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

(ii) CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

(iii) WAIVER OF JURY TRIAL. EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

ONPOINT INDUSTRIAL SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Brian Bourque
Title: Chief Financial Officer

CERTIFIEDSAFETY, LLC,
a Texas limited liability company

By: 
Name: Brian Bourque
Title: Chief Financial Officer

CALCULATED CONTROLS, LLC,
a Texas limited liability company


By: 
Name: Brian Bourque
Title: Chief Financial Officer

[Signature Pages Continue]

ACCEPTED AND AGREED:

ADMINISTRATIVE AGENT:

STELLUS CAPITAL INVESTMENT CORPORATION

By: 
Name: **Todd Huskinson**
Title: **Authorized Signatory**

STELLUS – ONPOINT
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007233 FRAME: 0192

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Grantor/Owner	Registration Number	Registration Date
CALCULATED CONTROLS THE OWNER'S ADVOCATE FOR PROJECT CONTROLS	CALCULATED CONTROLS, LLC	5114323	01/03/2017
CERTIFIED SAFETY and Design	CertifiedSafety, LLC	4546786	06/10/2014
CERTIFIEDSAFETY	CertifiedSafety, LLC	4546785	06/10/2014
BRIDGING THE GAP BETWEEN SAFETY AND PRODUCTIVITY	CertifiedSafety, LLC	4514179	04/15/2014
SMARTTRACK	Onpoint Industrial Services, LLC	4930903	04/05/2016
WORKSMART	Onpoint Industrial Services, LLC	4877180	12/29/2015
THE TURNAROUND COACH	Onpoint Industrial Services, LLC	4868616	12/08/2015
SMARTSTART	Onpoint Industrial Services, LLC	4866346	12/08/2015
WTMC	Onpoint Industrial Services, LLC	4863136	12/01/2015
EQSP	Onpoint Industrial Services, LLC	4863122	12/01/2015