### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM636271

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EMISSION MONITORING SERVICE, INC.		04/01/2021	Corporation: TEXAS

#### **RECEIVING PARTY DATA**

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	227 W. Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4270884	LDAR SOLUTIONS

#### CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

nancy.brougher@goldbergkohn.com Email:

Nancy J. Brougher, Paralegal **Correspondent Name:** 

Address Line 1: c/o Goldberg Kohn Ltd. Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.357 **NAME OF SUBMITTER:** Nancy Brougher **SIGNATURE:** /njb/ **DATE SIGNED:** 04/01/2021

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2021, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for the Lenders (as hereinafter defined).

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 5, 2016 by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit from time to time for the benefit of Grantor;

WHEREAS, Agent, Grantor, and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of October 5, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

- DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):
  - all of its registered Trademarks set forth on Schedule I hereto; (a)
  - (b) all reissues, continuations or extensions of the foregoing;
  - subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf or other similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page and shall be as effective as a manually executed original counterpart.

[signature pages follow]

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IN WITNESS WHEREOF, 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.

EMISSION MONITORING SERVICE, INC., a

Texas corporation

By: 4/3 Name: Chris LeMay

Title: Chief Executive Officer

# ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,

as Agent

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

Title: Qrecto

## SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Grantor	MARK	NUMBER	REGIS. NUMBER	REGIS. DATE
EMISSION	LDAR	85499017	4270884	01/08/13
MONITORING	SOLUTIONS			
SERVICE, INC.				

**RECORDED: 04/01/2021** 

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