

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
USIC Locating Services, LLC		05/14/2021	Limited Liability Company: INDIANA
USIC, LLC		05/14/2021	Limited Liability Company: DELAWARE
PROTEK HOLDINGS, LLC		05/14/2021	Limited Liability Company: DELAWARE
JF2, LLC		05/14/2021	Limited Liability Company: MAINE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5011110	UNDER GROUND. UNDER CONTROL.
Registration Number:	3638860	BLOOD HOUND UNDERGROUND UTILITY LOCATORS
Registration Number:	3706580	USIC
Registration Number:	3426146	IT'S NOT JUST UNDERGROUND...IT'S UNDER C
Registration Number:	3426148	BLOOD HOUND
Registration Number:	2174411	SM&P UTILITY RESOURCES, INC.
Registration Number:	6293815	PROTEK
Registration Number:	6293820	PROTEK
Registration Number:	1963814	ON TARGET

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1373474 TM D
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	05/14/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 14, 2021, is made by USIC LOCATING SERVICES, LLC, an Indiana limited liability company, USIC, LLC, a Delaware limited liability company, PROTEK HOLDINGS, LLC, a Delaware limited liability company and JF2, LLC, a Maine limited liability company (each, a “**Grantor**” and collectively the “**Grantors**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of May 14, 2021 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

USIC LOCATING SERVICES, LLC
USIC, LLC
PROTEK HOLDINGS, LLC
JF2, LLC, as Grantors

By: Kelly Huntington
Name: Kelly Huntington
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007293 FRAME: 0693

Accepted and Agreed:



MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By:


Name: Jordan Ransom
Title: Authorized Signatory

SCHEDULE A

UNITED STATES TRADEMARKS:

Owner	Mark/Name	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
USIC LOCATING SERVICES, LLC	UNDER GROUND, UNDER CONTROL.	86696578	7/17/2015	5011110	8/2/2016	REGISTERED
USIC LOCATING SERVICES, LLC	BLOOD HOUND UNDERGROUND UTILITY LOCATORS	77613136	11/12/2008	3638860	6/16/2009	REGISTERED
USIC, LLC	USIC	77547143	8/14/2008	3706580	11/3/2009	REGISTERED
USIC LOCATING SERVICES, LLC	IT'S NOT JUST UNDERGROUND...IT'S UNDER CONTROL.	77265122	8/27/2007	3426146	5/13/2008	REGISTERED
USIC LOCATING SERVICES, LLC	BLOOD HOUND	77265129	8/27/2007	3426148	5/13/2008	REGISTERED
USIC LOCATING SERVICES, LLC		75209160	12/5/1996	2174411	7/21/1998	REGISTERED
PROTEK HOLDINGS, LLC		90086192	7/31/2020	6293815	3/16/2021	REGISTERED
PROTEK HOLDINGS, LLC	PROTEK	90086275	7/31/2020	6293820	3/16/2021	REGISTERED
JF2, LLC	ON TARGET	74566960	8/29/1994	1963814	3/26/1996	REGISTERED

UNITED STATES TRADEMARK APPLICATIONS:

None.