

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WESTWOOD PROFESSIONAL SERVICES, INC.		05/28/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	2001 Ross Ave		
<b>Internal Address:</b>	Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4840766	BETTER PEOPLE. BETTER RESULTS.	
<b>Registration Number:</b>	4840767	WESTWOOD	
<b>Serial Number:</b>	90016136	WESTWOOD CURRENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Richard Riles		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent court, suite 300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-6950		
<b>ATTORNEY DOCKET NUMBER:</b>	Richard Riles -71620.0168		
<b>NAME OF SUBMITTER:</b>	Richard Riles		
<b>SIGNATURE:</b>	/Richard Riles/		
<b>DATE SIGNED:</b>	05/28/2021		

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**Total Attachments: 4**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of May 28, 2021 (this "Agreement"), is made by WESTWOOD PROFESSIONAL SERVICES, INC. (the "Assignor"), in favor of GOLDMAN SACHS BANK USA, as the Collateral Agent for the Secured Parties (in such capacity, the "Assignee"). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in that certain Pledge and Security Agreement, dated as of May 28, 2021, between the Assignor, the other Grantors (as defined therein) party thereto and the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Assignor is the applicant or registrant for the Trademarks listed on Schedule 1 hereto (the "Assigned Trademarks"), which Assigned Trademarks are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Assignor has pledged and assigned to the Assignee, and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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

**Section 1.** Grant of Security. The Assignor hereby pledges and grants to the Assignee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (collectively, the "Trademark Collateral"):

(a) the Assigned Trademarks, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**Section 2.** Recordation. The Assignor hereby authorizes the Commissioner for Trademarks and any other relevant Governmental Authority to record and register this Agreement upon request by the Assignee.

**Section 3.** Credit Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Trademark Collateral are as provided by the Credit Agreement,

the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

**Section 4.** Authorization to Supplement. The Assignor hereby authorizes the Assignee unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks or Trademark Licenses of Assignor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Assignee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 attached hereto.

**Section 5.** Execution and Delivery. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 6.** Successors and Assigns. This Agreement shall be binding on the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

**Section 7.** Modifications. This Agreement or any provision hereof may not be amended, restated, waived, terminated or otherwise modified except in accordance with the amendment provisions of the Security Agreement.

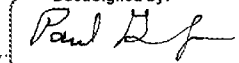
**Section 8.** Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the date first above written by its duly authorized officers.

**WESTWOOD PROFESSIONAL SERVICES, INC.**

DocuSigned by:



By \_\_\_\_\_

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Name: Paul Greenhagen

Title: President, Treasurer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Owner	Trademark	Registration Number	Registration Date
Westwood Professional Services, Inc.	BETTER PEOPLE. BETTER RESULTS	4840766	10/27/2015
Westwood Professional Services, Inc.	WESTWOOD	4840767	10/27/2015

U.S. TRADEMARK APPLICATIONS

Owner	Trademark	Application Number
Westwood Professional Services, Inc.	WESTWOOD CURRENT	90/016,136
Westwood Professional Services, Inc.	WESTWOOD WAYFINDER	90/016,104

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
License Agreement	Westwood Professional Services, Inc. as licensor and Westwood Surveying and Engineering, P.C. as licensee	1/13/16	Limited non-exclusive right to use licensed marks "WESTWOOD" and "BETTER PEOPLE. BETTER RESULTS."