

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Elements Operational Technology, LLC		06/25/2021	Limited Liability Company: NORTH DAKOTA
Advanced Engineering and Environmental Services, LLC		06/25/2021	Limited Liability Company: NORTH DAKOTA
AE2S Nexus, LLC		06/25/2021	Limited Liability Company: NORTH DAKOTA

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.
Street Address:	111 South LaSalle Street, 20 West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4660925	OPWORKS
Registration Number:	2852829	AE2S
Registration Number:	2794354	AE2S
Registration Number:	4209361	AE2S N E X U THE FINANCIAL LINK
Registration Number:	4201977	AE2S NEXUS
Registration Number:	4692129	CETEC
Serial Number:	90327900	THINK BIG. GO BEYOND.

CORRESPONDENCE DATA

Fax Number:

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.

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

CH \$190.00 4660925

ATTORNEY DOCKET NUMBER:	21678343
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	06/28/2021
Total Attachments: 4 source=09. Trademark Security Agreement - BMO_Advanced Elements, Inc. - FINAL 6.25.21#page1.tif source=09. Trademark Security Agreement - BMO_Advanced Elements, Inc. - FINAL 6.25.21#page2.tif source=09. Trademark Security Agreement - BMO_Advanced Elements, Inc. - FINAL 6.25.21#page3.tif source=09. Trademark Security Agreement - BMO_Advanced Elements, Inc. - FINAL 6.25.21#page4.tif	

TRADEMARK SECURITY AGREEMENT

June 25, 2021

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, ADVANCED ELEMENTS OPERATIONAL TECHNOLOGY, LLC, a North Dakota limited liability company, ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC, a North Dakota limited liability company and AE2S NEXUS, LLC, a North Dakota limited liability company (collectively, the “**Grantors**”, and each individually a “**Grantor**”) each with principal offices at 4050 Garden View Drive, Ste 200, Grand Forks, ND 58201, hereby grant BMO HARRIS BANK N.A., a national banking association (“**Administrative Agent**”) with principal offices at 111 South LaSalle Street, 20 West, Chicago, Illinois 60603, a security interest in all of the following property, whether now owned or hereafter acquired or existing (collectively, the “**IP Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “**Trademark**”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in any Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, divisions, continuations, renewals, extensions, or continuations in part of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b);

(e) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to any item described in clause (a) or (b), including, without limitation, damages and payments for past and future infringements thereto; and

(f) all proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under clause (a) hereof 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 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, 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.

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made to secure the satisfactory performance and payment of all Obligations under the Credit Agreement, dated as of the date hereof, among Advanced Elements, Inc., a North Dakota corporation (the “**Borrower**”), the Grantors, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and the other Loan Documents described therein. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Credit Agreement. When the Commitment is terminated, all Letters of Credit have expired, and the principal of and interest on the Loans and all other amounts payable by the Grantors and the other Loan Parties under the Credit Agreement and all other Loan Documents shall have been paid in full in cash, the security interest granted hereby shall automatically terminate and all rights to the IP Collateral shall revert to its respective Grantor. Upon any such termination, Administrative Agent shall, at any Grantor’s request, execute, acknowledge and deliver to such Grantor an instrument in writing releasing the security interest in the IP Collateral granted under this Agreement.

This security interest has been made in conjunction with the security interest granted to Administrative Agent on behalf of the Lenders under the Pledge and Security Agreement, dated as of the date hereof, among the Borrower, the Grantors, the other Guarantors party thereto from time to time and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). The rights and remedies of Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS AND APPLICABLE FEDERAL LAW.

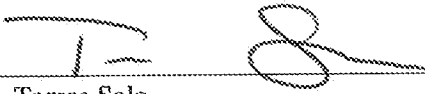
Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Immediately Follows]

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


ADVANCED ELEMENTS OPERATION
TECHNOLOGY, LLC

By: Advanced Elements Inc., its sole member

By: 
Name: Tomas Solc
Title: Chief Financial Officer

ADVANCED ENGINEERING AND
ENVIRONMENTAL SERVICES, LLC

By: Advanced Elements Inc., its sole member

By: 
Name: Tomas Solc
Title: Chief Financial Officer

AE2S NEXUS, LLC

By: Advanced Elements Inc., its sole member

By: 
Name: Tomas Solc
Title: Chief Financial Officer

SCHEDULE A

Trademarks

Trademark	Country	Status	Application No./ Reg. No.	Owner of Record
OPWORKS	USA	Registered	4660925	Advanced Elements Operational Technology, LLC
AE2S and Design	USA	Registered	2852829	Advanced Engineering and Environmental Services, LLC
AE2S	USA	Registered	2794354	Advanced Engineering and Environmental Services, LLC
THINK BIG. GO BEYOND.	USA	Registered	90/327,900	Advanced Engineering and Environmental Services, LLC
AE2S NEXUS THE FINANCIAL LINK and Design	USA	Registered	4209361	AE2S Nexus, LLC
AE2S NEXUS	USA	Registered	4201977	AE2S Nexus, LLC
CETEC	USA	Registered	4692129	Advanced Engineering and Environmental Services, LLC