

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
River City Geoprofessionals, Inc.		08/31/2021	Corporation: CALIFORNIA
Universal Engineering Sciences, LLC		08/31/2021	Limited Liability Company: FLORIDA
Quality Control Consultants, Inc.		08/31/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	10 South Dearborn
<b>Internal Address:</b>	IL1-1145, Floor L-2
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: ILLINOIS

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	6146623	UNIVERSAL ENGINEERING SCIENCES
<b>Registration Number:</b>	5484846	U UNIVERSAL ENGINEERING SCIENCES
<b>Registration Number:</b>	3227349	U UNIVERSAL ENGINEERING SCIENCES
<b>Registration Number:</b>	3227350	U UNIVERSAL ENGINEERING SCIENCES
<b>Registration Number:</b>	5353087	QCC INCORPORATED
<b>Serial Number:</b>	90599080	WALLACE-KUHL & ASSOCIATES

## 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.*

Phone: 2128598000

Email: teas@friedfrank.com

Correspondent Name: Andrew Charpentier c/o Fried Frank et al

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	10940-225
<b>NAME OF SUBMITTER:</b>	Andrew Charpentier
<b>SIGNATURE:</b>	/Andrew Charpentier/
<b>DATE SIGNED:</b>	08/31/2021

**Total Attachments: 7**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of August 31, 2021, by and from RIVER CITY GEOPROFESSIONALS, INC., a California corporation, UNIVERSAL ENGINEERING SCIENCES, LLC, a Florida limited liability company, and QUALITY CONTROL CONSULTANTS, INC., a California corporation (each, a “Grantor” and collectively, the “Grantors”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Grantors, the other Loan Guarantors, the Lenders and Grantee have entered into a Credit Agreement dated as of August 31, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantors and the other Loan Guarantors have entered into a Pledge and Security Agreement dated as of August 31, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, each Grantor own the trademarks (the “Trademarks”) listed on Exhibit A attached hereto set forth opposite such Grantor’s name, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantors all reasonably requested instruments, in writing or otherwise, evidencing such release.

(b) Each Grantor hereby grants to Grantee a security interest in all of such Grantor’s right, title and interest in and to (1) the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit any

Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

\*\*\*\*\*

IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

RIVER CITY GEOPROFESSIONALS, INC.

By: 

Name: Gary Elzweig

Title: Vice President

UNIVERSAL ENGINEERING SCIENCES, LLC

By: 

Name: Brian Kirkpatrick

Title: Authorized Officer

QUALITY CONTROL CONSULTANTS, INC.

By: 

Name: Gary Elzweig

Title: Authorized Officer

IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

RIVER CITY GEOPROFESSIONALS, INC.

By: \_\_\_\_\_  
Name: Gary Elzweig  
Title: Vice President

UNIVERSAL ENGINEERING SCIENCES, LLC


By:  \_\_\_\_\_  
Name: Brian Kirkpatrick  
Title: Authorized Officer

QUALITY CONTROL CONSULTANTS, INC.

By: \_\_\_\_\_  
Name: Gary Elzweig  
Title: Authorized Officer

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: 

Name: Michelle C. Aurelius  
Title: Authorized Officer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

No.	Mark	Application No.	Registration No.	Application Date	Registration Date	Owner
1.	WALLACE-KUHL & ASSOCIATES	90599080	---	2/24/2021		River City Geoprofessionals, Inc. DBA Wallace-Kuhl & Associates
2.	UNIVERSAL ENGINEERING SCIENCES	88797363	6146623	2/14/2020	9/8/2020	Universal Engineering Sciences, LLC
3.	U UNIVERSAL ENGINEERING SCIENCES 	87640070	5484846	10/10/2017	6/5/2018	Universal Engineering Sciences, LLC
4.	U UNIVERSAL ENGINEERING SCIENCES 	78837426	3227349	3/15/2006	4/10/2007	Universal Engineering Sciences, Inc.
5.	U UNIVERSAL ENGINEERING SCIENCES 	78837459	3227350	3/15/2006	4/10/2007	Universal Engineering Sciences, Inc.
6.	QCC INCORPORATED 	87096621	5353087	7/7/2016	2/12/2017	QUALITY CONTROL CONSULTANTS, INC.



TRADEMARK LICENSES

None.

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**RECORDED: 08/31/2021**

**TRADEMARK  
REEL: 007409 FRAME: 0928**