

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678073

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900645430

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SURVEYING AND MAPPING, LLC		09/24/2021	Limited Liability Company: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3772168	INTEGRITY
<b>Registration Number:</b>	2656323	PERFORMING OUT-OF-SIGHT WORK... WITH VIS
<b>Registration Number:</b>	2298048	SAM
<b>Registration Number:</b>	4658342	SAM SURVEYING + AERIAL MAPPING + ENGINEE
<b>Registration Number:</b>	4627939	SAM-CS CONSTRUCTION SERVICES
<b>Registration Number:</b>	4627940	SAM-CS CONSTRUCTION SERVICES
<b>Registration Number:</b>	4627937	WE MEASURE THE WORLD FROM MANY PERSPECTI

**CORRESPONDENCE DATA**

Fax Number: 6175269899

*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: 617.526.9839

Email: ypan@proskauer.com

Correspondent Name: Rachael Walker

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

<b>ATTORNEY DOCKET NUMBER:</b>	28327.063
<b>NAME OF SUBMITTER:</b>	Rachael Walker
<b>SIGNATURE:</b>	/Rachael Walker/
<b>DATE SIGNED:</b>	09/30/2021
<b>Total Attachments: 6</b> source=Trademark Security Agreement Executed#page1.tif source=Trademark Security Agreement Executed#page2.tif source=Trademark Security Agreement Executed#page3.tif source=Trademark Security Agreement Executed#page4.tif source=Trademark Security Agreement Executed#page5.tif source=Trademark Security Agreement Executed#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 24, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by **SURVEYING AND MAPPING, LLC**, a Texas limited liability company (the “Grantor”) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

**WHEREAS**, the Grantors are party to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent and its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office

("USPTO"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided* that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent, at the expense of the Grantor, shall promptly execute all documents and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW**

**YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.**

**SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the 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.

**GRANTOR:**

**SURVEYING AND MAPPING, LLC**

By: 

Name: Travis Engelke

Title: Chief Financial Officer

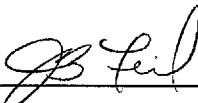
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007435 FRAME: 0334**

Agreed to and acknowledged  
as of the date first listed above:




**COLLATERAL AGENT:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION**

By:   
Name: Joseph B. Feil  
Title: Vice President

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations:**

<b>Trademark</b>	<b>App. Number</b>	<b>App. Date</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Owner</b>
INTEGRITY	77330296	Nov. 15, 2007	3772168	Apr. 6, 2010	Surveying And Mapping, LLC
PERFORMING OUT OF SIGHT WORK... WITH VISION!	76350460	Dec. 20, 2001	2656323	Dec. 3, 2002	Surveying And Mapping, LLC
SAM and Design 	75565822	Oct. 7, 1998	2298048	Dec. 7, 1999	Surveying And Mapping, LLC
SAME SURVEYING + AERIEL MAPPING + ENGINEERING and Design 	85939698	May 22, 2013	4658342	Dec. 23, 2014	Surveying And Mapping, LLC
SAM-CS CONSTRUCTION SERVICES	86206580	Feb. 27, 2014	4627939	Oct. 28, 2014	Surveying And Mapping, LLC
SAM-CS CONSTRUCTION SERVICES and Design 	86206594	Sept. 24, 2018	4627940	Oct. 28, 2014	Surveying And Mapping, LLC
WE MEASURE THE WORLD FROM MANY PERSPECTIBES. WE MEASURE SUCCESS FROM YOURS.	86206487	Feb. 27, 2014	4627937	Oct. 28, 2014	Surveying And Mapping, LLC

**Trademark Applications:**

None.