

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM693882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Interest (First Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRC Companies, Inc.		12/09/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as First Lien Collateral Agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3836974	EXIT STRATEGY
Registration Number:	3728896	RE POWER
Registration Number:	6286287	LINEHUB
Registration Number:	5485551	INSITE PRO
Registration Number:	5707437	TRC
Registration Number:	5707446	TRC RESULTS YOU CAN RELY ON
Registration Number:	4022882	SEELoad
Registration Number:	4022883	SEESUITE
Registration Number:	5012980	VIRTUGRID
Registration Number:	5251918	SEESAVINGS
Registration Number:	5548855	SEEGRID

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

TRADEMARK

Address Line 4: Washington, D.C. 20005	
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/10/2021
Total Attachments: 5 source=12-10-2021 TRC Companies 2-TM#page1.tif source=12-10-2021 TRC Companies 2-TM#page2.tif source=12-10-2021 TRC Companies 2-TM#page3.tif source=12-10-2021 TRC Companies 2-TM#page4.tif source=12-10-2021 TRC Companies 2-TM#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2021 (this "Agreement"), between TRC COMPANIES, INC. (the "Grantor") and UBS AG, STAMFORD BRANCH, as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is hereby made to that certain First Lien Credit Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among ENERGIZE MIDCO LLC, a Delaware limited liability company ("Holdings"), ENERGIZE HOLDCO LLC, a Delaware limited liability company (the "Initial Borrower"), the Lenders party thereto and UBS AG, STAMFORD BRANCH, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Initial Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, 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 all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms

of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, 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.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

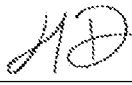
TRC COMPANIES, INC., as Grantor

By: 
Name: Jason S. Greenlaw
Title: Senior Vice President and Chief
Financial Officer

UBS AG, STAMFORD BRANCH, as First Lien
Collateral Agent

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH, as First Lien
Collateral Agent

By: 
Name: Houssein Daly
Title: Director

By: 
Name: Dionne Robinson
Title: Associate Director

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Application No. / Registration no.	Record Owner
EXIT STRATEGY	3836974	TRC Companies, Inc.
RE POWER	3728896	TRC Companies, Inc.
LINEHUB	6286287	TRC Companies, Inc.
INSITE PRO	5485551	TRC Companies, Inc.
TRC	5707437	TRC Companies, Inc.
TRC RESULTS YOU CAN RELY ON and Design	5707446	TRC Companies, Inc.
SEELoad	4022882	TRC Companies, Inc.
SEESUITE	4022883	TRC Companies, Inc.
VIRTUGRID	5012980	TRC Companies, Inc.
SEESAVINGS	5251918	TRC Companies, Inc.
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