

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
SEQUENCE:	3		
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 Second 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		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		

CH \$290.00 3836974

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 3-TM#page1.tif source=12-10-2021 TRC Companies 3-TM#page2.tif source=12-10-2021 TRC Companies 3-TM#page3.tif source=12-10-2021 TRC Companies 3-TM#page4.tif source=12-10-2021 TRC Companies 3-TM#page5.tif	

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

Reference is hereby made to that certain Second Lien Credit Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among ENERGIZE MIDCO LLC, a Delaware limited liability company ("Holdings"), ENERGIZE HOLDCO LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and UBS AG, STAMFORD BRANCH, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, the Borrower, the Grantors (as defined in the Second Lien Collateral Agreement) from time to time party thereto and the Second Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second 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 Second 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 Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second 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 Second 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 Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Second 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. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.


SECTION 6. 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 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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 Second
Lien Collateral Agent

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH, as Second
Lien Collateral Agent

By: 
Name: Hoursem 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.
SEEGRID	5548855	TRC Companies, Inc.