

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL ENGINEERING SOLUTIONS, INC.		12/22/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	UMPQUA BANK, AS ADMINISTRATIVE AGENT		
Street Address:	4040 MacArthur Boulevard		
Internal Address:	Suite 100		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Chartered Bank: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77294942	GES	
Serial Number:	77295062	GLOBAL ENGINEERING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	213-457-6624		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	355 S. Grand Avenue, Suite 4200		
Address Line 2:	Attention: J.Aufderhar, Esq.		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Justin Aufderhar		
SIGNATURE:	/s/ Justin Aufderhar		
DATE SIGNED:	12/22/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 22, 2021 (this "Agreement") is made among SALAS O'BRIEN, INC., a California corporation (f/k/a SALAS O'BRIEN HOLDINGS, INC.), GLOBAL ENGINEERING SOLUTIONS, INC., a Maryland corporation, BVH INTEGRATED SERVICES, INC., a Connecticut corporation (collectively, the "Grantors"), and UMPQUA BANK, an Oregon state-chartered bank in its capacity as administrative agent for the Lenders (in such capacity, "Administrative Agent").

W I T N E S S E T H :

WHEREAS, the Grantors, various affiliates of Grantors from time to time party thereto, the lenders from time to time party thereto ("Lenders"), and Administrative Agent have entered into that certain Credit and Guaranty Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and various affiliates of the Grantors from time to time party thereto have entered into that certain Security Agreement dated as of the date hereof with the Administrative Agent (as amended, restated, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Credit Agreement and the Security Agreement require the Grantors to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Obligations, the Grantors hereby grant to Administrative Agent, for the benefit of the Lenders, a lien on and security interest in, and acknowledge and agree that the Administrative Agent has and shall continue to have a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;
- (b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present, or future infringement of any Trademark, or for enforcement of any Trademark.

SECTION 3. Security Interest. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Release of Security Interest. Upon the date on which all of the Obligations have been paid in full in cash and Lenders' commitments under the Credit Agreement have terminated, the Administrative Agent shall, at the Grantors' expense, execute and deliver to each Grantor all instruments and other documents, and take all other actions reasonably requested by the Grantors, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

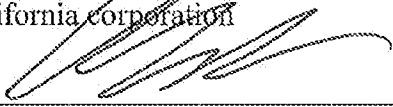
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:


SALAS O'BRIEN, INC.,
a California corporation

By: 
Name: Darin Anderson
Its: Chief Executive Officer

GLOBAL ENGINEERING SOLUTIONS, INC.,
a Maryland corporation

By: 
Name: Darin Anderson
Its: President

BVH INTEGRATED SERVICES, INC.,
a Connecticut corporation

By: 
Name: Darin Anderson
Its: Chief Executive Officer

ADMINISTRATIVE AGENT:

UMPQUA BANK,
an Oregon state-chartered bank

By: 
Name: Eugene de la Cruz
Title: SVP, Senior Corporate Relationship
Manager

ATTACHMENT 1
to Intellectual Property Security Agreement

Registered Owner	Trademark or Trademark Application	Serial Number	Registration Number	Filing Date
Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.)	expect a difference (service mark)	77158022	3493416	August 26, 2008 (Renewed October 3, 2017)
Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.)	Common Sense Commissioning	85714940	4331476	May 7, 2013 (Renewed May 20, 2018)
Global Engineering Solutions, Inc.	GES (Stylized/Design)	77294942	3501052	September 16, 2008
Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.)	SALAS O'BRIEN EXPECT A DIFFERENCE	90719284	Prior Registration No.: 3493416	May 18, 2021
Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.)	SALAS O'BRIEN EXPECT A DIFFERENCE	90719220	Prior Registration No.: 3493416	May 18, 2021
Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.)	SALAS O'BRIEN	90719162	N/A	May 18, 2021
Global Engineering Solutions, Inc.	GLOBAL ENGINEERING SOLUTIONS	77295062	3498176	October 3, 2007
BVH Integrated Services, Inc.	FOCUSED ON PERFORMANCE	77003507	3371316	September 20, 2006