

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Tri-M Group, LLC		12/29/2021	Limited Liability Company: PENNSYLVANIA
EnerG Test, LLC		12/29/2021	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fulton Bank, N.A.		
<b>Street Address:</b>	One Penn Square		
<b>City:</b>	Lancaster		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17602		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3020381	TRI M	
<b>Registration Number:</b>	5252804	ENERG TEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048856588		
<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>			
<b>Phone:</b>	6099514141		
<b>Email:</b>	loren.flath@troutman.com		
<b>Correspondent Name:</b>	Loren Flath		
<b>Address Line 1:</b>	Suite 400, 301 Carnegie Center		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540-6227		
<b>ATTORNEY DOCKET NUMBER:</b>	148554.4		
<b>NAME OF SUBMITTER:</b>	Loren Flath		
<b>SIGNATURE:</b>	/loren flath/		
<b>DATE SIGNED:</b>	12/31/2021		
<b>Total Attachments: 4</b>			
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**GRANT OF TRADEMARK SECURITY INTEREST**

**WHEREAS, THE TRI-M GROUP, LLC**, a Pennsylvania limited liability company (“**Tri-M**”), and **ENERG TEST, LLC**, a Pennsylvania limited liability company (“**Energ**” and together with Tri-M, each a “**Grantor**” and collectively, the “**Grantors**”), each owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Tri-M and Tri-M Group Holding Corporation, a Pennsylvania corporation (“**Holdings**”) have issued one more promissory notes, dated as of December 29, 2021 (said promissory notes as they may heretofore have been and as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Notes**”) to Fulton Bank, N.A. (the “**Secured Party**”); and

**WHEREAS**, Energ has executed and delivered a Guaranty dated as of December 29, 2021 (said Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Note; and]

**WHEREAS**, pursuant to the terms of an Amended and Restated Security Agreement dated as of December 29, 2021 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Grantor and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof

and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.


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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**THE TRI-M GROUP, LLC**

By:   
Name: James T. Horn  
Title: President and Chief Executive Officer

**ENERG TEST, LLC**

By:   
Name: James T. Horn  
Title: President and Chief Executive Officer

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/Appl. Number</u>	<u>Registration/Appl. Date</u>
The Tri-M Group LLC	TRI M (& design)	3,020,381 (11/29/2005)	
Energ Test, LLC	ENERG TEST	5,252,804 (07/25/2017)	