

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711647

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GSE PERFORMANCE SOLUTIONS, INC.		02/23/2022	Corporation: DELAWARE
GSE SYSTEMS, INC.		02/23/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIND GLOBAL FUND II LP		
<b>Street Address:</b>	444 Madison Avenue		
<b>Internal Address:</b>	41st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4938678	ENTRY 2 EXPERT	
<b>Registration Number:</b>	4971826	ENTRY 2 EXPERT	
<b>Registration Number:</b>	2124458	GSE SYSTEMS	
<b>Registration Number:</b>	2220635	GSE SYSTEMS	
<b>Registration Number:</b>	4771227	GSE SYSTEMS	
<b>Registration Number:</b>	4771226	GSE SYSTEMS	
<b>Registration Number:</b>	5672886	JTOPMERET	
<b>Registration Number:</b>	5678021	JTOPMERET	
<b>Registration Number:</b>	5754580	RELAP5-HD	
<b>Registration Number:</b>	5754595	RELAP5-HD	
<b>Registration Number:</b>	5575198	SIMEXEC	
<b>Registration Number:</b>	5678020	SIMEXEC	
<b>Registration Number:</b>	5742717	VPANEL	
<b>Registration Number:</b>	5742744	VPANEL	
<b>Registration Number:</b>	6466318	GSE ABSOLUTE	
<b>Registration Number:</b>	6557868	GSE HYPERSPRING	
<b>Registration Number:</b>	4969133	DESIGN EP	

OP \$590.00 4938678

Property Type	Number	Word Mark
Serial Number:	88871327	GSE
Serial Number:	88983560	GSE
Serial Number:	88983562	GSE SOLUTIONS
Serial Number:	88871346	GSE SOLUTIONS
Serial Number:	88871338	GSE SOLUTIONS
Serial Number:	88983559	GSE SOLUTIONS

**CORRESPONDENCE DATA**

**Fax Number:**  
*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:** 4252314749  
**Email:** PCLOUTIER@LUCBRO.COM  
**Correspondent Name:** Priya Cloutier  
**Address Line 1:** 1455 NORTH WEST LEARY WAY, SUITE 400  
**Address Line 4:** SEATTLE, WASHINGTON 98107

<b>NAME OF SUBMITTER:</b>	Priya Cloutier
<b>SIGNATURE:</b>	/Priya Cloutier/
<b>DATE SIGNED:</b>	03/02/2022

**Total Attachments: 13**  
source=GSE (Lind) - Trademark Security Agreement (GSE Systems) - 1#page1.tif  
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source=GSE (Lind) - Trademark Security Agreement (GSE Performance)#page4.tif  
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source=GSE (Lind) - Trademark Security Agreement (GSE Performance)#page6.tif  
source=GSE Updated List#page1.tif

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of February 23, 2022 by and between GSE SYSTEMS, INC., a Delaware corporation (the "Grantor"), and LIND GLOBAL FUND II LP (the "Secured Party").

**WHEREAS**, the Grantor (a) and the Secured Party have entered into that certain Securities Purchase Agreement dated as of the date hereof (as amended and in effect from time to time, the "SPA") and (b) issued to the Secured Party that certain Convertible Promissory Note dated as of the date hereof (as amended and in effect from time to time, the "Note");

**WHEREAS**, in connection with the SPA and the Note, the Grantor has entered into that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement") with the Secured Party pursuant to which the Grantor has granted a lien in favor of the Secured Party in substantially all of the Grantor's assets (including the Trademark Collateral (as hereinafter defined)) to secure its obligations under the SPA, the Notes and the other Transaction Documents (as such term is defined in the SPA); and

**WHEREAS**, in connection with the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Secured Party with the United States Patent and Trademark Office;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. The term "Trademarks" means, collectively, (a) all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantor, that (i) are set forth on Schedule I hereto, or (ii) have been adopted, acquired, owned, held or used by the Grantor or are now owned, held or used by the Grantor, in the Grantor's business, or with the Grantor's products and services, or in which the Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Grantor in the Grantor's business or with the Grantor's products and services, or in which the Grantor in the future acquires any right, title or interest, (b) all past, present or future rights in, to and associated with the foregoing throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the registrations of the foregoing items set forth in clause (a), the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the foregoing or any associated goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and (c) any license rights related to the foregoing.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges, collaterally assigns and grants to the Secured Party, to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Trademark Security Agreement as

the "Security Interest") in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

Notwithstanding the foregoing or anything else contained herein, the Grantor does not pledge, assign, grant a security interest in, or deliver to the Secured Party any Excluded Property (as defined in the Security Agreement) and the pledge, assignment, security interest and delivery provisions of this Trademark Security Agreement and the term Trademark Collateral shall not include or be deemed to include any Excluded Property.

SECTION 3. Security for Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Secured Party, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 5. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks that are not Excluded Property, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor, to the extent that such trademark rights are not Excluded Property. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral (including the Trademark Collateral), whether or not listed on Schedule I.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, 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: GSE SYSTEMS, INC.

By: 

Name: Emmett Pepe

Title: Treasurer & Chief Financial Officer


STATE OF Maryland )

) SS.

COUNTY OF Baltimore )

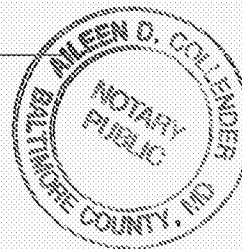
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Emmett Pepe, the Treasurer & Chief Financial Officer of GSE Systems, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of February, 20 22.

  
Notary Public

My Commission Expires:

6/2/2022



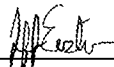
[Signature Page to Trademark Security Agreement (GSE Systems)]

**TRADEMARK**  
**REEL: 007648 FRAME: 0259**

Accepted and Agreed:

**LIND GLOBAL FUND II LP, as Secured  
Party**

**By: Lind Global Partners LLC, its general  
partner**

By:  \_\_\_\_\_

Name: Jeff Easton

Title: Managing Member

*[Signature Page to Trademark Security Agreement (GSE Systems)]*

**TRADEMARK**

Doc ID **REEL: 007648 FRAME: 0260** 162

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date
Design EP	4969133	05/31/2016



## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of February 23, 2022 by and between GSE PERFORMANCE SOLUTIONS, INC., a Delaware corporation (the "Grantor"), and LIND GLOBAL FUND II LP (the "Secured Party").

**WHEREAS**, GSE Systems, Inc., a Delaware corporation (the "Borrower") (a) and the Secured Party have entered into that certain Securities Purchase Agreement dated as of the date hereof (as amended and in effect from time to time, the "SPA") and (b) issued to the Secured Party that certain Convertible Promissory Note dated as of the date hereof (as amended and in effect from time to time, the "Note");

**WHEREAS**, the Grantor, among others, has executed and delivered to the Secured Party that certain Guaranty dated as of the date hereof (as amended and in effect from time to time, the "Guaranty") pursuant to which the Grantor, among others, has jointly and severally guaranteed all of the obligations of Borrower owing to the Lender pursuant to the SPA, the Note and the other Transaction Documents (as defined in the SPA).

**WHEREAS**, the Grantor, among others, has entered into that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement") with the Secured Party pursuant to which the Grantor has granted a lien in favor of the Secured Party in substantially all of the Grantor's assets (including the Trademark Collateral (as hereinafter defined)) to secure its obligations under the Guaranty, Security Agreement and the other Transaction Documents, and the Borrower's obligations under the SPA, the Notes and the other Transaction Documents; and

**WHEREAS**, in connection with the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Secured Party with the United States Patent and Trademark Office;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. The term "Trademarks" means, collectively, (a) all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantor, that (i) are set forth on Schedule I hereto, or (ii) have been adopted, acquired, owned, held or used by the Grantor or are now owned, held or used by the Grantor, in the Grantor's business, or with the Grantor's products and services, or in which the Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Grantor in the Grantor's business or with the Grantor's products and services, or in which the Grantor in the future acquires any right, title or interest, (b) all past, present or future rights in, to and associated with the foregoing throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the registrations of the foregoing items set forth in clause (a), the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the foregoing or any associated goodwill, and the rights to damages or profits due or accrued arising out of or in connection with

any such past, present or future infringement, dilution, damage or injury; and (c) any license rights related to the foregoing.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, collaterally assigns and grants to the Secured Party, to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

Notwithstanding the foregoing or anything else contained herein, the Grantor does not pledge, assign, grant a security interest in, or deliver to the Secured Party any Excluded Property (as defined in the Security Agreement) and the pledge, assignment, security interest and delivery provisions of this Trademark Security Agreement and the term Trademark Collateral shall not include or be deemed to include any Excluded Property.

SECTION 3. Security for Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

SECTION 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Secured Party, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 5. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks that are not Excluded Property, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor, to the extent that such trademark rights are not Excluded Property. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any

way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral (including the Trademark Collateral), whether or not listed on Schedule I.

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SECTION 7. Governing Law. This Trademark Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, 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: GSE PERFORMANCE SOLUTIONS, INC.

By: 

Name: Emmett Pepe  
Title: Authorized Person

STATE OF Maryland )  
 ) SS.  
COUNTY OF Baltimore )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Emmett Pepe, an Authorized Person of GSE Performance Solutions, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

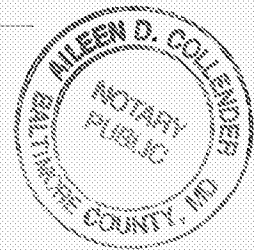
GIVEN under my hand and notarial seal this 27 day of February, 2022.



Notary Public

My Commission Expires:

6/2/2022




[Signature Page to Trademark Security Agreement (GSE Performance Solutions)]

TRADEMARK  
REEL: 007648 FRAME: 0265

Accepted and Agreed:

**LIND GLOBAL FUND II LP, as Secured  
Party**

**By: Lind Global Partners LLC, its general  
partner**

By:  \_\_\_\_\_

Name: Jeff Easton

Title: Managing Member

*[Signature Page to Trademark Security Agreement (GSE Performance Solutions)]*

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date
Entry 2 Expert	4938678	04/12/2016
Entry 2 Expert	4971826	06/07/2016
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GSE Systems	2220635	01/26/1999
GSE Systems	4771227	07/14/2015
GSE Systems	4771226	07/14/2015
JTOPMERET	5672886	02/12/2019
JTOPMERET	5678021	02/19/2019
RELAP5-HD	5754580	05/21/2019
RELAP5-HD	5754595	05/21/2019
SimExec	5575198	10/02/2018
SimExec	5678020	02/19/2019
VPanel	5742717	05/07/2019
VPanel	5742744	05/07/2019
GSE	pending	pending
GSE Absolute	pending	pending
GSE Hyperspring	pending	pending
GSE Solutions	pending	pending
GSE Solutions	pending	pending

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GSE Systems		4771227	07/14/2015
GSE Systems		4771226	07/14/2015
JTOPMERET		5672886	02/12/2019
JTOPMERET		5678021	02/19/2019
RELAP5-HD		5754580	05/21/2019
RELAP5-HD		5754595	05/21/2019
SimExec		5575198	10/02/2018
SimExec		5678020	02/19/2019
VPanel		5742717	05/07/2019
VPanel		5742744	05/07/2019
GSE	88871327	pending	pending
GSE	88983560	pending	pending
GSE Absolute		6466318	08/31/2021
GSE Hyperspring		6557868	11/16/2021
GSE Solutions	88983562	pending	pending
GSE Solutions	88871346	pending	pending
GSE Solutions	88871338	pending	pending
GSE Solutions	88983559	pending	pending