

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741452

| | | | |
|---|-------------------------------|--------------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMSPEC MTS, INC. | | 07/15/2022 | Corporation: LOUISIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Agent | | |
| Street Address: | 500 W. Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3433757 | MARINE TECHNICAL SURVEYORS MTS, INC. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 13129932622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0320 | | |
| NAME OF SUBMITTER: | Gayle D. Grocke | | |
| SIGNATURE: | /gdg/ | | |
| DATE SIGNED: | 07/15/2022 | | |
| Total Attachments: 5 | | | |
| source=AmSpec - Trademark Security Agreement (MTS) [Executed](133489991.1)#page1.tif | | | |
| source=AmSpec - Trademark Security Agreement (MTS) [Executed](133489991.1)#page2.tif | | | |
| source=AmSpec - Trademark Security Agreement (MTS) [Executed](133489991.1)#page3.tif | | | |
| source=AmSpec - Trademark Security Agreement (MTS) [Executed](133489991.1)#page4.tif | | | |

CH \$40.00 3433757

TRADEMARK SECURITY AGREEMENT dated as of July 15, 2022 (this “Agreement”), among AMSPEC MTS, INC., (the “Grantor”) and Antares Capital LP, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among AmSpec Holding Corp., a Delaware corporation (“Holdings”), AmSpec Services, Inc., a New Jersey corporation (the “Borrower”), Antares Capital LP as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. 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 the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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 Administrative 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 the Trademarks 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 and shall not be deemed to grant a security interest in 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” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

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.

[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.

AMSPEC MTS, INC., as Grantor

By Steven Dorry
Name: Steven Dorry
Title: General Counsel and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007789 FRAME: 0490

ANTARES CAPITAL LP, as Administrative
Agent

By:

A handwritten signature in black ink, appearing to read 'BK', written over a horizontal line.

Name: Bradley Kimme

Title: Duly Authorized Signatory

TRADEMARK COLLATERAL

| Title | Application No. | Registration No. |
|-------------------------------------|-----------------|------------------|
| MARINE TECHNICAL SURVEYORS, INC. | 76680257 | 3433757 |