

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEGION ENERGY SERVICES, LLC		11/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank, as Collateral Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5725211	P2S SERVTECH	
Registration Number:	3071501	P2S POWER SERVICES	
Registration Number:	3071502	P2S PLANT PERFORMANCE SERVICES	
Registration Number:	3071503	P2S PECO	
Registration Number:	4191831	ALLSAFE	
Registration Number:	5255656	ALLSAFE +	
Registration Number:	4134463	BRINDERSON	
Registration Number:	5169941	SCHULTZ	
Registration Number:	5809774	TIMETRAK	
Registration Number:	5309314	DELAYTRAK	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 5725211

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Leslie Kirsner

SIGNATURE: /Leslie Kirsner/

DATE SIGNED: 11/02/2022

Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2022 (this "Agreement"), among the Party on the signature pages hereto (the "Pledgor") and ALLY BANK, as Collateral Agent (the "Collateral Agent").

Reference is made to the Amended and Restated ABL Collateral Agreement dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among BROCK HOLDINGS II, LLC, a Delaware limited liability company ("*Holdings*"), THE BROCK GROUP, INC., a Delaware corporation ("*Ultimate Parent*"), BROCK HOLDINGS III, LLC, a Delaware limited liability company (the "*Specified U.S. Borrower*"), Brock Canada Inc., a corporation amalgamated under the laws of Alberta (the "*Canadian Borrower*"), each Subsidiary of Holdings from time to time identified therein as a party (each, a "*Subsidiary Loan Party*") and Collateral Agent.

The obligations of the Lenders to make certain financial accommodations to the Loan Parties are conditioned upon, among other things, the execution and delivery of this Agreement. 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 Obligations or Secured Guarantee, the Pledgor, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Pledgor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule A (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Collateral Agreement. The Security Interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

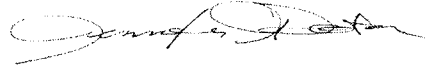
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AEGION ENERGY SERVICES, LLC
as Pledgor

By



Name: Jennifer Dotson
Title: Secretary

ALLY BANK, as Collateral Agent

By

Joseph Skaferowsky

Name: Joseph Skaferowsky

Title: Authorized Signatory

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 007883 FRAME: 0315

SCHEDULE A

Entity	Trademark	Federally Registered	Registration Number
AEGION ENERGY SERVICES, LLC	P2S SERVTECH	Yes	5725211
AEGION ENERGY SERVICES, LLC	P2S POWER SERVICES	Yes	3071501
AEGION ENERGY SERVICES, LLC		Yes	3071502
AEGION ENERGY SERVICES, LLC	P2S PECO	Yes	3071503
AEGION ENERGY SERVICES, LLC	ALLSAFE	Yes	4191831
AEGION ENERGY SERVICES, LLC		Yes	5255656
AEGION ENERGY SERVICES, LLC	BRINDERSON	Yes	4134463
AEGION ENERGY SERVICES, LLC	SCHULTZ	Yes	5169941
AEGION ENERGY SERVICES, LLC	TIMETRAK	Yes	5809774
AEGION ENERGY SERVICES, LLC	DELAYTRAK	Yes	5309314

Schedule A