

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785836

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900735121

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRUCTURAL INTEGRITY ASSOCIATES		11/30/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	CADENCE BANK
Street Address:	2800 Post Oak Boulevard, Suite 3800
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5675741	APTITUDE
Registration Number:	5950505	LATITUDE
Registration Number:	3779913	S STRUCTURAL INTEGRITY ASSOCIATES, INC.
Registration Number:	6037667	S SI HOLDING COMPANY
Registration Number:	5835591	STRUCTURAL INTEGRITY ASSOCIATES, INC.
Registration Number:	3765838	STRUCTURAL INTEGRITY ASSOCIATES
Registration Number:	5976401	TRU COMPLIANCE
Registration Number:	5716846	TRU COMPLIANCE

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: 2136201780
Email: rbugarin@sheppardmullin.com
Correspondent Name: Rosa Bugarin - Sheppard Mullin Richter
Address Line 1: 333 South Hope Street
Address Line 2: 43rd Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	70DW-326355
NAME OF SUBMITTER:	Rosa Bugarin
SIGNATURE:	/Rosa Bugarin/
DATE SIGNED:	02/09/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of November 30, 2022, is made by **STRUCTURAL INTEGRITY ASSOCIATES**, a California corporation (“Grantor”) in favor of **CADENCE BANK** (together with its successors and assigns, in such capacity, the “Lender”).

RECITALS

WHEREAS, Grantor has entered into that certain Credit Agreement with the Lender, dated as of February 8, 2021 (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, Grantor has granted to the Lender a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of the Grantor (other than Intellectual Property constituting Excluded Property (as defined in the Security Agreement)), and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, or if not therein, in the UCC. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar Law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. **Grant of Security**. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, Grantor hereby grants to the Lender a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by the Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Recordation**. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

SECTION 4. **Execution in Counterparts**. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement and shall be fully admissible in any enforcement proceedings regarding this Agreement.

SECTION 5. **Grants, Rights and Remedies**. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and

remedies of, the Lender with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the Credit Agreement shall control.


SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.**
THE TERMS OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

[Remainder of page intentionally left blank]

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

GRANTOR:

STRUCTURAL INTEGRITY ASSOCIATES

By: 
Name: Mark Marano
Title: President

(Signature Page to Intellectual Property Security Agreement)

SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS





Patent Number	Description
9,091,638 B2 (not active)	Apparatus and Method for Non-Destructive Testing Using Ultrasonic Phased Array
8,438,928 B2 (active)	Apparatus and Method for Non-Destructive Testing Using Ultrasonic Phased Array
10,073,058	Dynamic Pulsed Eddy Current Probe
10,895,555	System For In-line Inspection Using a Dynamic Pulsed Eddy Current Probe and Method Thereof
10,241,081	Sensory Elements for Pulsed Eddy Current Probe
9,533,270	Passive Injection of a Chemical Solution into a Process Stream
16/357819 (application)	Method, Apparatus, and System for Tracking Arbitrary Motion of an Inspection Probe in Multiple Dimensions
Pending [Customer Number 153900]	Thick Film Transducer Arrays and Control Field

(Schedule A to Intellectual Property Security Agreement)

TRADEMARK
REEL: 007962 FRAME: 0740

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

Registrant	Mark	Classes	Reg. No.
Structural Integrity Associates, Inc.	Aptitude	9	5,675,741
Structural Integrity Associates, Inc.	Latitude	9	5,950,505
Structural Integrity Associates, Inc.	 <i>Structural Integrity Associates, Inc.</i>	37, 42	3,779,913
Structural Integrity Associates, Inc.		37, 42	6,037,667
Structural Integrity Associates, Inc.		37, 42	5,835,591
Structural Integrity Associates, Inc.	Structural Integrity Associates (stand char)	37, 42	3,765,838
Structural Integrity Associates, Inc.		42	5,976,401
Structural Integrity Associates, Inc.	TRU COMPLIANCE	42	5,716,846

(Schedule B to Intellectual Property Security Agreement)

TRADEMARK
REEL: 007962 FRAME: 0741

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

None.

(Schedule C to Intellectual Property Security Agreement)