

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleveland Integrity Services, LLC		03/31/2023	Limited Liability Company: DELAWARE
Applied Consultants, Inc.		03/31/2023	Corporation: TEXAS
Central NDT, Inc.		03/31/2023	Corporation: OKLAHOMA
Eagle Infrastructure Services, LLC		03/31/2023	Limited Liability Company: DELAWARE
Encompass Services, LLC		03/31/2023	Limited Liability Company: TEXAS
Perennial Environmental I, LLC		03/31/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East		
Internal Address:	Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5882400	CLEVELAND INTEGRITY SERVICES	
Registration Number:	6077537	CIS	
Registration Number:	6077538	CIS	
Registration Number:	5836553	CLEVELAND ASSET INTEGRITY SERVICES	
Registration Number:	5882403	CAIS	
Registration Number:	5882404	CAIS CLEVELAND ASSET INTEGRITY SERVICES	
Registration Number:	5877983	APPLIED CONSULTANTS, INC.	
Registration Number:	5877984	APPLIED CONSULTANTS, INC.	
Registration Number:	5882401	CENTRAL NDT	
Registration Number:	5882402	CENTRAL NDT	
Registration Number:	6021621	EAGLE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	6021622	EAGLE INFRASTRUCTURE SERVICES
Registration Number:	5894630	PERENNIAL ENVIRONMENTAL SERVICES
Registration Number:	5894629	PERENNIAL ENVIRONMENTAL SERVICES
Serial Number:	88171205	ENCOMPASS
Serial Number:	88171207	ENCOMPASS

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0624
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	04/04/2023

Total Attachments: 7

- source=WF_Applied-Cleveland - Trademark Security Agreement#page1.tif
- source=WF_Applied-Cleveland - Trademark Security Agreement#page2.tif
- source=WF_Applied-Cleveland - Trademark Security Agreement#page3.tif
- source=WF_Applied-Cleveland - Trademark Security Agreement#page4.tif
- source=WF_Applied-Cleveland - Trademark Security Agreement#page5.tif
- source=WF_Applied-Cleveland - Trademark Security Agreement#page6.tif
- source=WF_Applied-Cleveland - Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 31st day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 31, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among EAGLE INFRASTRUCTURE HOLDCO BLOCKER, LLC, a Delaware limited liability company (“Parent”), EAGLE INFRASTRUCTURE SERVICES, LLC, a Delaware limited liability company (“Intermediate Parent”), APPLIED CONSULTANTS, INC., a Texas corporation (“Applied Consultants”), CENTRAL NDT, INC., an Oklahoma corporation (“Central NDT”), ENCOMPASS SERVICES, LLC, a Texas limited liability company (“Encompass”), PERENNIAL ENVIRONMENTAL I, LLC, a Texas limited liability company (“Perennial”), CLEVELAND INTEGRITY SERVICES, LLC, Delaware limited liability company (“CIS”), and together with Intermediate Parent, Applied Consultants, Central NDT, Encompass, Perennial and any other Person that joins the Credit Agreement as a “Borrower” in accordance with the terms thereof, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Administrative Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Guarantee and Security Agreement, dated as of March 31, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such

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

(a) all of its Trademarks and Trademark Intellectual Property Licenses 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 Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property 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 Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and 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 Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or

faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein by telefacsimile or other electronic method of transmission will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

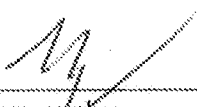
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

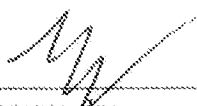
CLEVELAND INTEGRITY SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Louis Berezovsky
Title: Chief Financial Officer

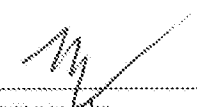
APPLIED CONSULTANTS, INC.,
a Texas corporation

By: 
Name: Louis Berezovsky
Title: Chief Financial Officer

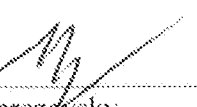
CENTRAL NDT, INC.,
an Oklahoma corporation

By: 
Name: Louis Berezovsky
Title: Chief Financial Officer

EAGLE INFRASTRUCTURE SERVICES, LLC,
a Delaware limited liability company

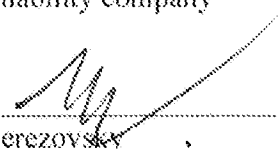
By: 
Name: Louis Berezovsky
Title: Chief Financial Officer

ENCOMPASS SERVICES, LLC,
a Texas limited liability company

By: 
Name: Louis Berezovsky
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

PERENNIAL ENVIRONMENTAL I, LLC.
a Texas limited liability company

By: 
Name: Louis Berezovsky
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: Layne Deutscher
Name: Layne Deutscher
Its Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008032 FRAME: 0846

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Cleveland Integrity Services, LLC	Cleveland Integrity Services – NAME	United States			5,882,400	10/15/19
Cleveland Integrity Services, LLC	CIS – NAME	United States			6,077,537	6/16/20
Cleveland Integrity Services, LLC	CIS – LOGO	United States			6,077,538	6/16/20
Cleveland Integrity Services, LLC	Cleveland Asset Integrity Services - NAME	United States			5,836,553	8/13/19
Cleveland Integrity Services, LLC	CAIS – NAME	United States			5,882,403	10/15/19
Cleveland Integrity Services, LLC	CAIS CLEVELAND ASSET INTEGRITY SERVICES – LOGO	United States			5,882,404	10/15/19
Applied Consultants, Inc.	Applied Consultants, Inc. – NAME	United States			5,877,983	10/8/19
Applied Consultants, Inc.	Applied Consultants, Inc. – LOGO	United States			5,877,984	10/8/19
Central NDT, Inc.	Central NDT – NAME	United States			5,882,401	10/15/19
Central NDT, Inc.	Central NDT – LOGO	United States			5,882,402	10/15/19
Eagle Infrastructure Services, LLC	Eagle Infrastructure Services – NAME	United States			6,021,621	3/31/20
Eagle Infrastructure Services, LLC	Eagle Infrastructure Services – LOGO	United States			6,021,622	3/31/20
Perennial Environmental I, LLC	PERENNIAL ENVIRONMENTAL SERVICES– NAME	United States			5,894,630	10/29/19
Perennial Environmental I, LLC	Perennial Environmental Services – LOGO	United States			5,894,629	10/29/19
Encompass Services, LLC	Encompass - NAME	United States	8,817,1205	10/26/18		
Encompass Services, LLC	Encompass - LOGO	United States	8,817,1207	10/26/18		

DB1/ 136974911.4

RECORDED: 04/04/2023

TRADEMARK
REEL: 008032 FRAME: 0847