

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		04/19/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Atlas Technical Consultants LLC		
Street Address:	13215 Bee Cave Pkwy		
Internal Address:	Bldg B, Ste. 230		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88477752	ATLAS	
Serial Number:	88477878	ATLAS TECHNICAL CONSULTANTS	
Serial Number:	88477929	ATLAS TECHNICAL CONSULTANTS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	48535-9		
NAME OF SUBMITTER:	SUSAN ZABLOCKI		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	04/19/2023		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 19, 2023 (this “Release”), is made by Wilmington Trust, National Association, as collateral agent (“Collateral Agent”) in favor of Atlas Technical Consultants LLC (“Grantor”).

WHEREAS, reference is made to (a) the Credit Agreement, dated as of February 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), among Atlas TC Holdings LLC (“Holdings”), Atlas Intermediate Holdings LLC (the “Borrower”), the Lenders party thereto, Collateral Agent and the other Persons party thereto, and (b) the Collateral Agreement, dated as of February 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Collateral Agreement”), among Holdings, the Borrower, Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, Grantor is an Affiliate of the Borrower and entered into that certain Trademark Security Agreement, dated as of February 25, 2021, between Grantor and Collateral Agent (the “Security Agreement”) in order to induce the Lenders to make Term Loans;

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule A attached hereto, the goodwill of the businesses with which the Trademarks are associated, all Proceeds and products of the foregoing, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (the “Trademark Collateral”); and

WHEREAS, the Security Agreement was filed with the United States Patent and Trademark Office (“USPTO”) on March 18, 2022 at Reel 7664, Frame 0651.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Collateral Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:

(a) irrevocably terminates, cancels, discharges, and releases the security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Further Actions. The Collateral Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release; provided, that the cost and expense of such documents and actions shall be borne solely by the Grantor.

SECTION 4. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Choice of Law. This Release shall be governed by and construed in accordance with

the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

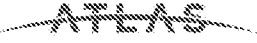

By: _____

Name: Jay Campbell

Title: Assistant Vice President

Schedule A

TRADEMARKS

Trademark	Jurisdiction	Status	App. No./Date	Reg. No./Date	Owner
ATLAS 	U.S.	PENDING	88477752 18-JUN-2019	N/A	Atlas Technical Consultants LLC
ATLAS TECHNICAL CONSULTANTS 	U.S.	PENDING	88477878 18-JUN-2019	N/A	Atlas Technical Consultants LLC
ATLAS TECHNICAL CONSULTANTS	U.S.	PENDING	88477929 18-JUN-2019	N/A	Atlas Technical Consultants LLC