

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROOME INDUSTRIAL HOLDINGS, LLC		05/10/2023	Limited Liability Company: DELAWARE
GIH BLOCKER CORP.		05/10/2023	Corporation: DELAWARE
GROOME INDUSTRIAL SERVICE GROUP, LLC		05/10/2023	Limited Liability Company: NEW JERSEY
GROOME DOOR & MECHANICAL SYSTEMS, LLC		05/10/2023	Limited Liability Company: NEW JERSEY
EXPLOSIVE PROFESSIONALS, LLC		05/10/2023	Limited Liability Company: TEXAS
EXPRO (DE), LLC		05/10/2023	Limited Liability Company: DELAWARE
EXPRO SPECIALIZED SERVICES, LLC		05/10/2023	Limited Liability Company: ILLINOIS
NOXCO, LLC		05/10/2023	Limited Liability Company: DELAWARE
DOS VIEJOS AMIGOS, LLC		05/10/2023	Limited Liability Company: KENTUCKY
EXPLOSIVE PROFESSIONALS MIDWEST, LLC		05/10/2023	Limited Liability Company: ILLINOIS
BLASTING SOLUTIONS, LLC		05/10/2023	Limited Liability Company: MONTANA
GROOME REAL ESTATE, LLC		05/10/2023	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	UNIVEST BANK AND TRUST CO.		
Street Address:	14 North Main Street		
City:	Souderton		
State/Country:	PENNSYLVANIA		
Postal Code:	18964-0197		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			

CH \$240.00 4416881

Property Type	Number	Word Mark
Registration Number:	4416881	GROOME
Registration Number:	4416880	GROOME
Registration Number:	5743071	GROOME DOOR & MECHANICAL SYSTEMS INC
Registration Number:	4301355	DON'T TURN YOUR BACK ON SAFETY
Serial Number:	97274350	GI GROOME INDUSTRIAL SERVICE GROUP
Serial Number:	97274409	KINETICLEAN
Serial Number:	97274410	KINETICLEAN
Serial Number:	97274188	EXPRO
Serial Number:	97274314	GI

CORRESPONDENCE DATA

Fax Number: 2158648999

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: 2158648352

Email: shorem@ballardspahr.com

Correspondent Name: Michael S Shore

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER:	Michael S. Shore
SIGNATURE:	/Michael S. Shore/
DATE SIGNED:	05/11/2023

Total Attachments: 14

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**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY
AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of the 10th day of May, 2023, by and among **GROOME INDUSTRIAL HOLDINGS, LLC, GIH BLOCKER CORP., GROOME INDUSTRIAL SERVICE GROUP, LLC, GROOME DOOR & MECHANICAL SYSTEMS, LLC, EXPLOSIVE PROFESSIONALS, LLC, EXPRO (DE), LLC, EXPRO SPECIALIZED SERVICES, LLC, NOXCO, LLC, DOS VIEJOS AMIGOS, LLC, EXPLOSIVE PROFESSIONALS MIDWEST, LLC, BLASTING SOLUTIONS, LLC** and **GROOME REAL ESTATE, LLC** (each individually an “**Assignor**” and collectively “**Assignors**”), and **UNIVEST BANK AND TRUST CO.** (“**Assignee**”).

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Assignee and Assignors (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend to Assignors certain loans and other extensions of credit.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Assignee a security interest in all of Assignors’ assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Obligations, Assignors hereby pledge to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without

limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignors, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit “C”** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”);

(c) license agreements with any other party, whether Assignors is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit “D”** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignors and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”);

(d) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit “B”**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”).

3. **Restrictions on Future Agreements.** Assignors agree that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors will not, without Assignee’s prior written consent, enter into any agreement which is (a) not in the ordinary course of Assignor’s business and (b) inconsistent with Assignors’ obligations under this

Security Agreement or the Loan Agreement. Notwithstanding the foregoing sentence, Assignors may enter into license and royalty agreements without Assignee's consent, provided that Assignors are notified of the nature and terms of any such agreements. Assignors further agree that they will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignors represent and warrant that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignors. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignors hereby agree to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignors hereby agree that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignors. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Subject to the provisions of Section 15.7 of the Loan Agreement, Assignee shall have the right, at any time and from time to time, to inspect Assignors' premises and to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee's pledge and security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make

application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. Assignors shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuance of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignors, immediately record all assignments previously executed and delivered to Assignee by Assignors and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of Assignors in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignors hereby authorize and agree that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignors' name any and all such assignments and agreements and to take any and all other actions in Assignors' name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignors in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses,

whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignors hereby authorize Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power to (i) endorse Assignors' name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. **Counterparts; Electronic Signatures.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Any signature on this Security Agreement, delivered by Assignors by facsimile, PDF or other electronic transmission shall be deemed to be an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNORS:

GROOME INDUSTRIAL HOLDINGS, LLC, a
Delaware limited liability company

By: _____
Name: Jeffrey R. Bause
Title: President

GIH BLOCKER CORP., a Delaware corporation

By: _____
Name: Jeffrey R. Bause
Title: President

GROOME INDUSTRIAL SERVICE GROUP,
LLC, a New Jersey limited liability company

By: _____
Name: Jeffrey R. Bause
Title: President

GROOME DOOR & MECHANICAL
SYSTEMS, LLC, a New Jersey limited liability
company

By: _____
Name: Jeffrey R. Bause
Title: President

EXPLOSIVE PROFESSIONALS, LLC, a Texas limited liability company

By: _____
Name: Jeffrey R. Bause
Title: President

EXPRO (DE), LLC, a Delaware limited liability company

By: _____
Name: Jeffrey R. Bause
Title: President

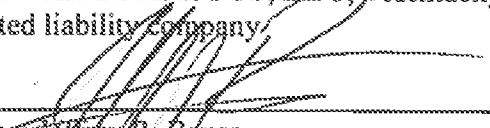
EXPRO SPECIALIZED SERVICES, LLC, an Illinois limited liability company

By: _____
Name: Jeffrey R. Bause
Title: President

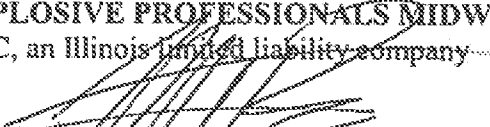
NOXCO, LLC, a Delaware limited liability company

By: _____
Name: Jeffrey R. Bause
Title: President

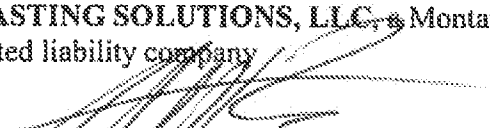
DOS VIEJOS AMIGOS, LLC, a Kentucky
limited liability company

By: 
Name: Jeffrey R. Bause
Title: President


**EXPLOSIVE PROFESSIONALS MIDWEST,
LLC**, an Illinois limited liability company

By: 
Name: Jeffrey R. Bause
Title: President

BLASTING SOLUTIONS, LLC, a Montana
limited liability company

By: 
Name: Jeffrey R. Bause
Title: President

GROOME REAL ESTATE, LLC, a New Jersey
limited liability company

By: 
Name: Jeffrey R. Bause
Title: President

ASSIGNEE:

UNIVEST BANK AND TRUST CO.

By: 

Name: Kevin M. Donnelly

Title: Senior Vice President

[Signature Page to Patents, Trademarks, Copyrights and Licenses Security Agreement]

TRADEMARK
REEL: 008068 FRAME: 0505

EXHIBIT "A"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Patents



Patents

PATENT NO.	TITLE	FILING DATE
10,962,311	DOS VIEJOS AMIGOS, LLC	January 16, 2019
11,421,951	DOS VIEJOS AMIGOS, LLC	August 23, 2022
Application No. 17/837.373 Pending	DOS VIEJOS AMIGOS, LLC	June 10, 2022
11,644,255 B2	DOS VIEJOS AMIGOS, LLC	March 24, 2022

EXHIBIT "B"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Trademarks

Registered Trademarks

TRADEMARK	OWNER	U.S. REG. NO.	DATE REGISTERED
"GROOME"	Groome Industrial Services Group, LLC	4416881	October 15, 2013
"GROOME" (logo) 	Groome Industrial Services Group, LLC	4416880	October 15, 2013
"GROOME DOOR & MECHANICAL SYSTEMS" (logo) 	Groome Industrial Services Group, LLC	5743071	May 7, 2019
"DON'T TURN YOUR BACK ON SAFETY"	Groome Industrial Services Group, LLC	4301355	March 12, 2013
"GROOME INDUSTRIAL SERVICE GROUP" (logo)	Groome Industrial	<i>Application Pending</i>	File Date: February 18, 2022

	Services Group, LLC	Serial No. 97274350	
"KINETICLEAN" (logo) 	Groome Industrial Services Group, LLC	<i>Application Pending</i> Serial No. 97274409	File Date: February 18, 2022
"KINETICLEAN" (standard mark) KINETICLEAN	Groome Industrial Services Group, LLC	<i>Application Pending</i> Serial No. 97274410	File Date: February 18, 2022
"EXPRO" (logo) 	Groome Industrial Services Group, LLC	<i>Application Pending</i> Serial No. 97274188	File Date: February 18, 2022
"GI" (logo) 	Groome Industrial Services Group, LLC	<i>Application Pending</i> Serial No. 97274314	File Date: February 18, 2022

EXHIBIT "C"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
Copyrights

Registered Copyrights

None.

Domain Names

<https://groomeindustrial.com>

<https://gonoxco.com>

<https://blastingsolutionsinc.com>

EXHIBIT “D”
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Licenses

1. Oral license agreement between Dos Viejos Amigos, LLC, as licensor, and Explosive Professionals, LLC, as licensee, providing for Explosive Professional, LLC’s use of U.S. Patent No. 10,962,311.
2. Oral license agreement between Dos Viejos Amigos, LLC, as licensor, and Explosive Professionals Midwest, LLC, as licensee, providing for Explosive Professional Midwest, LLC’s use of U.S. Patent No. 10,962,311.
3. Oral license agreement between Dos Viejos Amigos, LLC, as licensor, and ExPro Specialized Services, LLC, as licensee, providing for ExPro Specialized Services, LLC’s use of U.S. Patent No. 10,962,311.
4. Oral license agreement between Dos Viejos Amigos, LLC, as licensor, and Expro (DE), LLC, as licensee, providing for Expro (DE), LLC’s use of U.S. Patent No. 10,962,311.