

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESP ASSOCIATES, INC.		07/24/2023	Corporation: NORTH CAROLINA
VICKREY & ASSOCIATES, LLC		07/24/2023	Limited Liability Company: TEXAS
PICKETT AND ASSOCIATES, LLC		07/24/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	LOAN ADMIN CO LLC		
Street Address:	2200 Atlantic Street		
Internal Address:	Suite 501		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87326835	FLOODWARN	
Registration Number:	5426021	ESP ANALYST	
Registration Number:	3243351	VICKREY & ASSOCIATES	
Registration Number:	5893073	PICKETT	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		

CH \$115.00 87326835

SIGNATURE:	/William L. Bartow/
DATE SIGNED:	08/03/2023
Total Attachments: 6 source=MCCP_ESP - Trademark Security Agreement [Executed]#page1.tif source=MCCP_ESP - Trademark Security Agreement [Executed]#page2.tif source=MCCP_ESP - Trademark Security Agreement [Executed]#page3.tif source=MCCP_ESP - Trademark Security Agreement [Executed]#page4.tif source=MCCP_ESP - Trademark Security Agreement [Executed]#page5.tif source=MCCP_ESP - Trademark Security Agreement [Executed]#page6.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2023 (this “Security Interest”), is made by ESP Associates, Inc., a North Carolina corporation, Vickrey & Associates, LLC, a Texas limited liability company, and Pickett and Associates, LLC, a Florida limited liability company (collectively, the “Grantors”), in favor of LOAN ADMIN CO LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with a principal office at 2200 Atlantic Street, Suite 501, Stamford, CT 06902 (the “Grantee”).

WHEREAS, the Grantors and Grantee, among others, have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of July 24, 2023 (as amended, modified, restated and/or supplemented from time to time, the “Credit Documents”); and

WHEREAS, the Credit Documents require the Grantors to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantors and Grantee, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, each Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in, and continuing lien on, all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

(i) all Trademarks and all licenses providing for the grant by such Grantor of any right under any Trademark (with respect to each such license, subject to the terms of such license), in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by the Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks owned or used by such Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers owned or used by such Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee, such Grantor further agrees that such Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of such Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

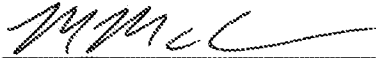
SECTION 7. Governing Law. Section 14.08 of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. No Grantor may (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by the Grantors and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

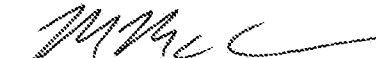
[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.


ESP ASSOCIATES, INC.,
as a Grantor

By: 
Name: Mark McCammon
Title: Authorized Representative

VICKREY & ASSOCIATES, LLC,
as a Grantor

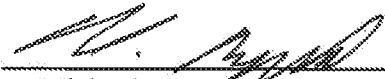
By: 
Name: Mark McCammon
Title: Authorized Representative

PICKETT AND ASSOCIATES, LLC,
as a Grantor

By: 
Name: Mark McCammon
Title: Authorized Representative


[Signature Page to Trademark Security Agreement (ESP Associates)]

LOAN ADMIN CO LLC,
as Collateral Agent and Grantee

By: 
Name: Michael Raymond
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (ESP Associates)]

SCHEDULE A

TRADEMARKS							
Owner	Mark	Mark Type	Class	Serial No.	Filing Date	Registration Date	Registration No.
ESP Associates, Inc.	FLOODWARN	Word Mark	IC 009	87326835	February 7, 2017	Abandoned	Abandoned
ESP Associates, Inc.	ESP ANALYST	Word Mark	IC 009	87326822	February 7, 2017	March 20, 2018	5426021
Vickrey & Associates, LLC	VICKREY & ASSOCIATES	Service Mark	IC 042	76658853	April 24, 2006	May 22, 2007	3243351
Pickett and Associates, LLC	 PICKETT	Service Mark	IC 042	88245884	December 31, 2018	October 22, 2019	5893073

TRADEMARK

REEL: 008155 FRAME: 0939