

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATION OF ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN TRADEMARKS recorded at Reel 5451 / Frame 0050		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC BANK, NATIONAL ASSOCIATION		09/12/2023	National Banking Association:
CITIZENS BANK OF PENNSYLVANIA		09/12/2023	Chartered Bank: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICF INTERNATIONAL, INC.		
<b>Street Address:</b>	1902 Reston Metro Plaza		
<b>City:</b>	Reston		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20190		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3641095	TALLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3124564206		
<b>Email:</b>	rsiddiqui@sidley.com		
<b>Correspondent Name:</b>	Raza Siddiqui		
<b>Address Line 1:</b>	One South Dearborn		
<b>Address Line 2:</b>	Sidley Austin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	071669-10100		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	09/14/2023		
<b>Total Attachments: 6</b>			

CH \$40.00 3641095

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**CONFIRMATION OF ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN  
TRADEMARKS**

This CONFIRMATION OF ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”), is made effective as of September 12, 2023, by PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the 2022 Lenders (as defined below) under the 2022 Credit Agreement (as defined below) (the “*2022 Agent*”), in favor of ICF INTERNATIONAL, INC., a Delaware corporation (“*ICFI*”), ICF CONSULTING GROUP, INC., a Delaware corporation (“*ICFC*”), ICF RESOURCES, L.L.C., a Delaware limited liability company (“*ICF Resources*”), ICF MACRO, INC., a Delaware corporation (“*ICF Macro*”), and ICF NEXT, INC., a Minnesota corporation (“*ICF Next*”, and together with ICFI, ICFC, ICF Resources, and ICF Macro, each, a “*Grantor*”, and collectively, the “*Grantors*”), and by CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state charter bank, as Administrative Agent for the 2014 Lenders (as defined below) under the 2014 Loan Agreement (as defined below) (the “*2014 Agent*”), in favor of the 2022 Agent, as its successor in interest pursuant to the 2017 Loan Agreement, the other 2017 Loan Documents, the 2022 Credit Agreement (as defined below), and the other Loan Documents (as defined in the 2022 Credit Agreement).

WHEREAS, pursuant to that certain Fourth Amended and Restated Business Loan and Security Agreement, dated as of May 16, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*2014 Loan Agreement*”), by and among (a) PNC Bank, National Association (“*PNC*”), acting in its capacity as a Lender, and certain other “Lender” parties thereto from time to time (collectively, the “*2014 Lenders*”), (b) 2014 Agent, and (c) ICFC and certain other “Borrower” parties to the 2014 Loan Agreement from time to time (collectively, the “*2014 Borrowers*”), the 2014 Borrowers obtained certain loans and other financial accommodations from the 2014 Agent and the 2014 Lenders, secured by, among other things, that certain Second Amended and Restated Intellectual Property Security Agreement, dated as of May 16, 2014 (the “*2014 IP Security Agreement*”), made by the 2014 Borrowers in favor of the 2014 Agent for the benefit of the 2014 Lenders, and in connection therewith executed and delivered that certain Second Amended and Restated Assignment of Intellectual Property Security Interests, dated as of May 16, 2014 (the “*2014 IP Assignment*”);

WHEREAS, pursuant to (i) that certain Joinder to Second Amended and Restated Assignment of Intellectual Property Security Interest, dated as of December 19, 2014, by ICF Next (f.k.a. Olson + Co., Inc.) in favor of the 2014 Agent (the “*2014 IP Assignment Joinder*”), (ii) the 2014 IP Security Agreement, and (iii) the 2014 IP Assignment, as modified by the 2014 IP Assignment Joinder, ICF Next and the other 2014 Borrowers granted and conveyed to the 2014 Agent, for the ratable benefit of the 2014 Lenders, a continuing security interest in all of such 2014 Borrowers’ present and future right, title and interest in, to and under all Intellectual Property Collateral (as defined in the 2014 IP Security Agreement), including the trademark described on Schedule A hereto and any goodwill associated therewith (the “*Released Trademark*”);

WHEREAS, the 2014 IP Assignment Joinder was recorded in the United States Patent and Trademark Office on February 2, 2015, at Reel 005451 / Frame 0050;

WHEREAS, that certain Fifth Amended and Restated Business Loan and Security Agreement, dated as of May 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**2017 Loan Agreement**”), by and among (a) the “Lender” parties thereto from time to time (collectively, the “**2017 Lenders**”), (b) PNC, in its capacity as administrative agent for the 2017 Lenders (the “**2017 Agent**”), (c) ICFC and certain other “Borrower” parties to the 2017 Loan Agreement from time to time (collectively, the “**2017 Borrowers**”), amended and restated the 2014 Loan Agreement in its entirety, and pursuant to (i) the 2017 Loan Agreement, (ii) that certain Third Amended and Restated Intellectual Property Security Agreement, dated as of May 16, 2017 (the “**2017 IP Security Agreement**”), made by the 2017 Borrowers in favor of the 2017 Agent for the benefit of the 2017 Lenders, (iii) that certain Third Amended and Restated Assignment of Intellectual Property Security Interests dated as of May 16, 2017 (the “**2017 IP Assignment**”) entered into in connection with the 2017 IP Security Agreement, and (iv) the other Loan Documents (as defined in the 2017 Loan Agreement, the “**2017 Loan Documents**”), the 2017 Agent agreed to replace the 2014 Agent as the administrative agent, and the 2014 Agent assigned all of its properties, rights, powers, privileges and duties as administrative agent under the 2014 Loan Agreement and the other Loan Documents (as defined in the 2014 Loan Agreement) to the 2017 Agent;

WHEREAS, that certain Amended and Restated Credit Agreement, dated as of May 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**2022 Credit Agreement**”), by and among ICFI and ICFC, as borrowers, the Guarantors (as defined therein) from time to time party thereto, the financial institutions from time to time party thereto, as lenders (the “**2022 Lenders**”), and the 2022 Agent, amended and restated the 2017 Loan Agreement in its entirety;

WHEREAS, the Released Trademark has been sold pursuant to that certain Asset Purchase Agreement, dated as of July 21, 2023 (the “**Purchase Agreement**”), by and among Experience & Engagement, LLC, a Delaware limited liability company, as buyer (the “**Buyer**”), ICF Resources, ICF Next and ICF Next North America, Inc., an Ontario, Canada corporation and a wholly-owned subsidiary of ICF Next;

WHEREAS, 2014 Agent wishes to confirm the assignment of all of its properties, rights, powers, privileges and duties as administrative agent under the 2014 Loan Agreement and the other 2014 Loan Documents, including all rights, titles and interests in and to all security interests and liens in the Intellectual Property Collateral (as defined in the 2014 IP Assignment) and any other security interest or lien in any other collateral granted to it in connection with the 2014 Loan Agreement and the other Loans Documents, to PNC as its successor in interest, effective as of May 17, 2017, initially in PNC’s capacity as 2017 Agent, and continuing as of the date hereof in PNC’s capacity as 2022 Agent; and

WHEREAS, the 2022 Agent wishes to release any security interest it may have in the Released Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each of the 2014 Agent, the 2017 Agent and the 2022 Agent hereby agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the 2022 Credit Agreement or the 2014 Loan Agreement, as applicable.

2. Confirmation of Assignment. The 2014 Agent hereby confirms the assignment, conveyance and transfer of all of its properties, rights, powers, privileges and duties as administrative agent under the 2014 Loan Agreement and the other 2014 Loan Documents, including all rights, titles and interests in and to all security interests and liens in the Released Trademark and any other security interest in any other collateral granted to it in connection with the 2014 Loan Agreement, together with all goodwill associated therewith, to PNC as its successor in interest, effective as of May 17, 2017, initially in PNC's capacity as 2017 Agent, and continuing as of the date hereof in PNC's capacity as 2022 Agent.

3. Release. As of the date hereof, the 2022 Agent, without warranty as to status of title or priority of the encumbrances being hereby released, hereby releases, discharges, terminates and cancels all right, title and interest it has or may have in the Released Trademark, including, without limitation, any security interest it may have in such Released Trademark. This Release shall not have any effect with respect to any Trademark Intellectual Property Collateral (as defined in the 2014 IP Assignment) other than the Released Trademark, and shall not affect the 2014 IP Assignment, the 2014 IP Security Agreement, or any rights, titles, interests and security interests granted thereby (all of which have been assigned to PNC, initially in its capacity as 2017 Agent and continuing as of the date hereof in its capacity as 2022 Agent, as confirmed hereby) and which shall continue in full force and effect as so assigned, except as explicitly provided in this Release with respect to the Released Trademark.

4. Recordation. Each of the 2014 Agent, the 2017 Agent and the 2022 Agent authorizes the filing of this Release with the United States Patent and Trademark Office, at the sole expense of Grantors, to evidence and effectuate the release of the Released Trademark.

5. Choice of Law. This Release shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to its conflict of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

**[SIGNATURE PAGE TO CONFIRMATION OF ASSIGNMENT AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS]**

IN WITNESS WHEREOF, each of the 2014 Agent, the 2017 Agent and the 2022 Agent has caused this Confirmation of Assignment and Release of Security Interest in Trademarks to be executed by its duly authorized officer, as of the date first written above.

**CITIZENS BANK OF PENNSYLVANIA,**  
as 2014 Agent

By:   
Name: Dan Laurenzi  
Title: Managing Director

**PNC BANK, NATIONAL ASSOCIATION,**  
as 2017 Agent and 2022 Agent

By: \_\_\_\_\_  
Name: Eric H. Williams  
Title: Senior Vice President

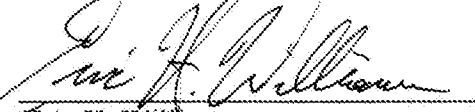
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**CITIZENS BANK OF PENNSYLVANIA,**  
as 2014 Agent

By: \_\_\_\_\_  
Name: Dan Laurenzi  
Title: Managing Director

**PNC BANK, NATIONAL ASSOCIATION,**  
as 2017 Agent and 2022 Agent

By:   
Name: Eric H. Williams  
Title: Senior Vice President

**SCHEDULE A**  
**TO**  
**CONFIRMATION OF ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN**  
**TRADEMARKS**

**RELEASED TRADEMARK**

<b>Trademark</b>	<b>U.S. Serial No.</b>	<b>U.S. Registration No.</b>
TALLY	77556220	3641095