

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844106

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900804023

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Willdan Group, Inc.		09/29/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BMO Bank N.A., a national banking association
<b>Street Address:</b>	320 South Canal Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3294052	WILLDAN GROUP, INC.
Registration Number:	3251084	WILLDAN
Registration Number:	3867937	W
Registration Number:	3867935	WILLDAN
Registration Number:	5006991	MUNIMAGIC
Registration Number:	6907645	VIEWPOINT
Serial Number:	90815636	CEDA
Registration Number:	3334012	
Registration Number:	3451998	
Registration Number:	3334013	
Registration Number:	3434132	
Registration Number:	3434052	THE WEIDT GROUP
Registration Number:	3338694	THE WEIDT GROUP
Registration Number:	3338695	THE WEIDT GROUP
Registration Number:	3429573	THE WEIDT GROUP
Registration Number:	3429472	THE WEIDT GROUP
Registration Number:	3451997	THE WEIDT GROUP
Registration Number:	3429474	THE WEIDT GROUP

Property Type	Number	Word Mark
Registration Number:	3434133	THE WEIDT GROUP
Registration Number:	4199230	WEIDT
Registration Number:	4199320	WEIDT
Registration Number:	4429793	NEO NET ENERGY OPTIMIZER
Registration Number:	4433658	NEO NET ENERGY OPTIMIZER
Registration Number:	5964643	NEO
Registration Number:	5964644	NEO NET ENERGY OPTIMIZER
Serial Number:	88839323	NEO

**CORRESPONDENCE DATA**

Fax Number: 2024083141

*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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 10/06/2023

**Total Attachments: 6**

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**TRADEMARK COLLATERAL AGREEMENT**

This 29<sup>th</sup> day of September, 2023, Willdan Group, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 2401 E. Katella Avenue, Suite 300 Anaheim, CA 92806-5909, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Bank N.A., a national banking association (“*BMO*”), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other parties thereto, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

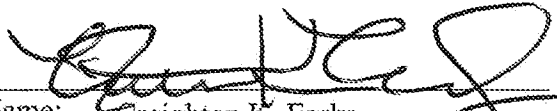
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WILLDAN GROUP, INC.

By   
Name: Creighton K. Early  
Title: Vice President, Chief Financial Officer and Treasurer

Accepted and agreed to as of the date and year last above written.

BMO BANK N.A., as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WILLDAN GROUP, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO BANK N.A., as Agent

By Maia Wisniewski  
Name: Maia Wisniewski  
Title: Senior Vice President

**SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>Debtor</b>	<b>Marks</b>	<b>App. Or Reg. No.</b>	<b>Filed or Granted</b>	<b>Country</b>
Willdan Group, Inc.	WILLDAN GROUP, INC.	3294052	Sep 18, 2007	USA
Willdan Group, Inc.	WILLDAN	3251084	Jun 12, 2007	USA
Willdan Group, Inc.	W (Stylized) & Design	3867937	Oct 26, 2010	USA
Willdan Group, Inc.	WILLDAN	3867935	Oct 26, 2010	USA
Willdan Group, Inc.	VIEWPOINT	1579095 [Pending]	Jan 12, 2021	Australia
Willdan Group, Inc.	VIEWPOINT	1579095 [Pending]	Jan 12, 2021	Brazil
Willdan Group, Inc.	VIEWPOINT	1579095	Jan 12, 2021	Canada
Willdan Group, Inc.	VIEWPOINT	1579095	Jan 12, 2021	European Union
Willdan Group, Inc.	VIEWPOINT	1579095	Jan 12, 2021	India
Willdan Group, Inc.	VIEWPOINT	1579095	Jan 12, 2021	International Bureau (WIPO)
Willdan Group, Inc.	VIEWPOINT	1579095	Jan 12, 2021	United Kingdom
Willdan Group, Inc.	MUNIMAGIC	5006991	Jul 26, 2016	USA
Willdan Group, Inc.	VIEWPOINT	6907645	Nov 22, 2022	USA
Willdan Group, Inc.	CEDA (Stylized) & Design	90815636 [Pending]	7/7/2021	USA
Willdan Group, Inc.	Logo	3334012	Nov 13, 2007	USA
Willdan Group, Inc.	Triangle Logo	3451998	Jun 24, 2008	USA
Willdan Group, Inc.	Logo	3334013	Nov 13, 2007	USA
Willdan Group, Inc.	Logo	3434132	May 27, 2008	USA
Willdan Group, Inc.	THE WEIDT GROUP & Logo Design (Color)	3434052	May 27, 2008	USA
Willdan Group, Inc.	THE WEIDT GROUP & Logo Design (Color)	3338694	Nov 20, 2007	USA

Willdan Group, Inc.	THE WEIDT GROUP & Logo Design (Color)	3338695	Nov 20, 2007	USA
Willdan Group, Inc.	THE WEIDT GROUP & Logo Design (Color)	3429573	May 20, 2008	USA
Willdan Group, Inc.	THE WEIDT GROUP	3429472	May 20, 2008	USA
Willdan Group, Inc.	THE WEIDT GROUP	3451997	Jun 24, 2008	USA
Willdan Group, Inc.	THE WEIDT GROUP	3429474	May 20, 2008	USA
Willdan Group, Inc.	THE WEIDT GROUP	3434133	May 27, 2008	USA
Willdan Group, Inc.	WEIDT	4199230	Aug 28, 2012	USA
Willdan Group, Inc.	WEIDT	4199320	Aug 28, 2012	USA
Willdan Group, Inc.	NEO NET ENERGY OPTIMIZER	4429793	Nov 5, 2013	USA
Willdan Group, Inc.	NEO NET ENERGY OPTIMIZER (Stylized) & Design (Color)	4433658	Nov 12, 2013	USA
Willdan Group, Inc.	NEO	5964643	Jan 21, 2020	USA
Willdan Group, Inc.	NEO NET ENERGY OPTIMIZER (Stylized)	5964644	Jan 21, 2020	USA
Willdan Group, Inc.	NEO	88/839,323 [Pending]	3/18/2020	USA
Willdan Group, Inc.	NEO NET ENERGY OPTIMIZER & Design	2197077	Aug 4, 2021	Australia
Willdan Group, Inc.	NEO NET ENERGY OPTIMIZER & Design	2226944	Nov 10, 2021	Australia
Willdan Group, Inc.	NEO	1178107	Feb 6, 2019	Canada
Willdan Group, Inc.	NEO (2020)	1151725	Aug 26, 2020	Canada
Willdan Group, Inc.	NEO (2020)	4816905	Nov 25, 2020	India
Willdan Group, Inc.	NEO (2020)	1569192	Nov 25, 2020	International Bureau (WIPO)