

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmSpec Holding Corp.		12/05/2023	Corporation: DELAWARE
AmSpec, L.L.C.		12/05/2023	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Collateral Agent		
Street Address:	c/o Oaktree Capital Management, L.P., 333 South Grand Avenue, 28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6213958	AMSPEC	
Registration Number:	4217327	AMSPEC	
Registration Number:	3433757	MARINE TECHNICAL SURVEYORS MTS, INC.	
Serial Number:	97887136	EMPOWERING A SAFER, MORE SUSTAINABLE WOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	051289-0061 (AN)		
NAME OF SUBMITTER:	ATOOSA NOWROUZI		
SIGNATURE:	/an/		
DATE SIGNED:	12/05/2023		

CH \$115.00 6213958

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of December 5, 2023, by and among AmSpec Holding Corp. and AmSpec, L.L.C. (each, a “Grantor” and collectively, the “Grantors”) and OAKTREE FUND ADMINISTRATION, LLC, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of December 5, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under all United States Trademarks (as such term is defined in the Security Agreement) owned by such Grantor, including but not limited to (a) the Trademark registrations and applications listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 of such intent-to-use trademark application under applicable federal law); (b) all of the goodwill of the business symbolized thereby; and (c) all Proceeds therefrom (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by such Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or the release of the Trademark Collateral, in each case, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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, physical delivery thereof 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 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officer as of the date first set forth above.

AMSPEC HOLDING CORP., as a Grantor

By: _____
Name: Gerard O'Dell
Title: CFO & Treasurer

AMSPEC L.L.C., as a Grantor

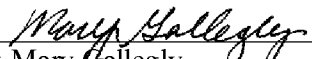
By: _____
Name: Gerard O'Dell
Title: CFO & Treasurer

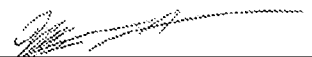
[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

OAKTREE FUND ADMINISTRATION, LLC,
as Collateral Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 
Name: Mary Gallegly
Title: Managing Director

By: 
Name: Matthew Stewart
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
AMSPEC	6213958	12/08/2020	AmSpec Holding Corp.
AmSpec (& Design) Red and White	4217327	10/02/2012	AmSpec Holding Corp.
MARINE TECHNICAL SURVEYORS MTS, Inc. (And Design)	3433757	05/27/2008	AmSpec, L.L.C.

UNITED STATES TRADEMARK APPLICATIONS:

Title	Serial No.	Application Date	Owner
EMPOWERING A SAFER, MORE SUSTAINABLE WORLD	97887136	04/13/2023	AmSpec Holding Corp.