

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI124125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTRACT LAND STAFF, LLC		03/27/2024	Limited Liability Company: INDIANA
TIERRA RIGHT OF WAY SERVICES, LTD.		03/27/2024	Corporation: ARIZONA

## RECEIVING PARTY DATA

<b>Company Name:</b>	CHURCHILL AGENCY SERVICES LLC, as Agent
<b>Street Address:</b>	375 Park Avenue, 9th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5370445	ROW/PLMP
Registration Number:	3789364	CLSLINK
Registration Number:	3789365	VROW
Registration Number:	3855125	VIRTUAL RIGHT OF WAY DEPARTMENT
Registration Number:	3888261	VIRTUAL RIGHT OF WAY
Registration Number:	3909946	CLS
Registration Number:	3918632	CONTRACT LAND STAFF
Registration Number:	3948373	CLSLINK GIS
Registration Number:	4061237	CLS COMPASS
Registration Number:	4119762	VIRTUAL RIGHT OF WAY
Registration Number:	3418900	LANDSOFT
Registration Number:	2689768	TIERRA RIGHT OF WAY SERVICES, LTD.

## CORRESPONDENCE DATA

Fax Number: 2149813400

*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: (214)981-3483

TRADEMARK

**Email:** dclark@sidley.com  
**Correspondent Name:** Dusan Clark  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 096939-31870

**NAME OF SUBMITTER:** CHARNELLE CLARK

**SIGNATURE:** CHARNELLE CLARK

**DATE SIGNED:** 03/27/2024

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of March 27, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CHURCHILL AGENCY SERVICES LLC, as administrative agent and collateral agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, CLS TARPON HOLDINGS, INC., a Delaware corporation (“Holdings”, and prior to the Closing Date Mergers, the Closing Date Conversion and the Closing Date Assumption, the “Initial Borrower”), immediately following the Closing Date Mergers, the Closing Date Conversion and the Closing Date Assumption, CLS MANAGEMENT SERVICES, LLC, a Delaware limited liability company (the “Company”), the other Credit Parties from time to time party thereto, Agent and each Lender from time to time party thereto have entered into that certain Credit Agreement, dated as of March 27, 2024 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks including those for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application 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, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature” and words of like import in this Trademark Security Agreement relating to the execution and delivery of this Trademark Security Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided 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 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Trademark Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Security Agreement or any instrument or agreement required hereunder. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CONTRACT LAND STAFF, LLC**, as an Initial Grantor

By:  \_\_\_\_\_  
Name: Kevin Romito  
Title: Chief Financial Officer

**TIERRA RIGHT OF WAY SERVICES, LTD.**, as an Initial Grantor

By:  \_\_\_\_\_  
Name: Kevin Romito  
Title: Chief Financial Officer

CHURCHILL AGENCY SERVICES LLC,  
as Agent

By: Mark Tamburello  
Name: Mark Tamburello  
Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Registration Date or Application Date
Contract Land Staff, LLC	ROW/PLMD	5370445	01/02/2018
Contract Land Staff, LLC	CLSLINK	3789364	05/18/2010
Contract Land Staff, LLC	VROW	3789365	05/18/2010
Contract Land Staff, LLC	VIRTUAL RIGHT OF WAY DEPARTMENT	3855125	09/28/2010
Contract Land Staff, LLC	VIRTUAL RIGHT OF WAY	3888261	12/07/2010
Contract Land Staff, LLC	CLS	3909946	01/25/2011
Contract Land Staff, LLC	CONTRACT LAND STAFF	3918632	02/15/2011
Contract Land Staff, LLC	CLSLINK GIS	3948373	04/19/2011
Contract Land Staff, LLC	CLS COMPASS	4061237	11/22/2011
Contract Land Staff, LLC	VIRTUAL RIGHT OF WAY	4119762	03/27/2012
Contract Land Staff, LLC	CONTRACT LAND STAFF	967908	04/10/2017
Tierra Right of Way Services, Ltd.	LANDSOFT	3,418,900	04/29/2008
Tierra Right of Way Services, Ltd.	TIERRA RIGHT OF WAY SERVICES, LTD.	2,689,768	02/25/2003