

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI139271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ground Penetrating Radar Systems, LLC		04/02/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87615751	SUBSURFACE SCANNING SOLUTIONS	
Serial Number:	87642023	GPRS	
Serial Number:	87929690	SRIMAGING	
Serial Number:	87941632	SUBSURFACE INVESTIGATION METHODOLOGY SIM	
Serial Number:	90544831	SITEMAP	
Serial Number:	97537552	VISUALIZING THE BUILT WORLD	
Serial Number:	90544843	SITEMAP PRO	
CORRESPONDENCE DATA			
Fax Number:	3129932617		
<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 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:	057121-0787 (AN)		
NAME OF SUBMITTER:	Atoosa Nowrouzi		

CH \$190.00.00 87615751

SIGNATURE:	Atoosa Nowrouzi
DATE SIGNED:	04/02/2024
Total Attachments: 5 source=GPRS - Trademark Security Agreement [Executed](149586353.1)#page1.tif source=GPRS - Trademark Security Agreement [Executed](149586353.1)#page2.tif source=GPRS - Trademark Security Agreement [Executed](149586353.1)#page3.tif source=GPRS - Trademark Security Agreement [Executed](149586353.1)#page4.tif source=GPRS - Trademark Security Agreement [Executed](149586353.1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of April 2, 2024, is made by Ground Penetrating Radar Systems, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Antares Capital LP, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of April 2, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under its registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that Trademark Collateral shall not include and the Security Interest shall not attach to (a) any Excluded Assets as provided under the Security Agreement, or (b) 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 and acceptance 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 that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void such intent-to-use trademark or service mark application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

**GROUND PENETRATING RADAR SYSTEMS,
LLC**

By:  DocuSigned by:
Name: Andrew J. Caputo
Title: Chief Financial Officer

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Zachary Williams

Its: Duly Authorized Signatory



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008387 FRAME: 0619

SCHEDULE A

Trademark Applications: None.

Registered Trademarks:

Mark	Application No.	Application Date	Registration No.	Registration Date	Record Owner
Subsurface Scanning Solutions	87615751	September 20, 2017	5430283	March 20, 2018	Ground Penetrating Radar Systems, LLC
GPRS	87642023	October 11, 2017	5484975	June 5, 2018	Ground Penetrating Radar Systems, LLC
	87929690	May 21, 2018	5673694	February 12, 2019	Ground Penetrating Radar Systems, LLC
	87941632	May 30, 2018	5689296	March 5, 2019	Ground Penetrating Radar Systems, LLC
SITEMAP	90544831	February 24, 2021	6886264	October 25, 2022	Ground Penetrating Radar Systems, LLC
VISUALIZING THE REAL WORLD	97537552	August 05, 2022	7214996	November 7, 2023	Ground Penetrating Radar Systems, LLC
SITEMAP PRO	90544843	February 24, 2021	7296420	February 6, 2024	Ground Penetrating Radar Systems, LLC