TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Consultants, Inc.		10/14/2015	Corporation : DELAWARE
Safebridge Consultants, Inc.			Corporation : DELAWARE

RECEIVING PARTY DATA

Name:	Trinity Debtco, LLC
Street Address:	335 North Maple Drive, Suite 130
Internal Address:	c/o Levine Leichtman Capital Partners, Inc.
City:	Beverly Hills
State/Country:	California
Postal Code:	90210
Entity Type:	Limited Liability Company : DELAWARE
Name:	
Street Address:	
City:	
State/Country:	
Postal Code:	
Entity Type:	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2202768	BREEZE
Registration Number:	1929630	HEXDAM
Registration Number:	2208590	T3
Registration Number:	4284822	POCKET SOLUTIONS
Registration Number:	3087213	TRAINUP.COM
Serial Number:	86755832	TRINITY CONSULTANTS
Registration Number:	4764228	EXDAM
Registration Number:	3125670	POTENT COMPOUND SAFETY TRIANGLE
Registration Number:	4367580	POTENT COMPOUND SAFETY "BOOT CAMP"
Registration Number:	4531686	SAFEBRIDGE
Registration Number:	4531685	SAFEBRIDGE
Registration Number:	4531684	SAFEBRIDGE CONSULTANTS, INC.

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Property Type	Number	Word Mark
Registration Number:	4531683	SAFEBRIDGE CONSULTANTS, INC.

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	18331-4-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/14/2015

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTEREST EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF OCTOBER 14, 2015, BY AND AMONG NXT CAPITAL, LLC IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND TRINITY DEBTCO, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this October 14, 2015, by and among Trinity Consultants, Inc. ("Borrower") and SafeBridge Consultants, Inc. ("Safebridge" and collectively, with Borrower, the "Grantors") and TRINITY DEBTCO, LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of October 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TACH Holdings, Inc., a Delaware corporation (the "Parent"), Borrower, SafeBridge, as a Guarantor, the other Guarantors from time to time party thereto (and together with the Parent, the Company and the Grantor, collectively, the "Loan Parties"), the Agent and the Lenders from time to time party thereto (the "Lenders"), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Second Lien Security Agreement, dated as of October 14, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

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4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting any Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of any Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

TRINITY CONSULTANTS, INC.,
a Delaware corporation

By: _____
Name: David Larsen
Title: Chief Financial Officer and Secretary

GRANTOR:

SAFEBRIDGE CONSULTANTS, INC.,
a California corporation

By: _____
Name: David Larsen
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TRINITY DEBTCO, LLC

By: _____
Name: David Wolmer
Title: President

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademarks

Trademarks registered to Trinity Consultants, Inc.

1. BREEZE (U.S. Reg. No. 2202768, Reg. Date 11/10/1998)
2. HEXDAM (U.S. Reg. No. 1929630, Reg. Date 10/24/1995)
3. T3 (U.S. Reg. No. 2208590, Reg. Date 12/8/1998)
4. POCKET SOLUTIONS (U.S. Reg. No. 4284822, Reg. Date 2/5/2013)
5. TRAINUP.COM (U.S. Reg. No. 3087213, Reg. Date 5/2/2006)
6. TRINITY CONSULTANTS (U.S. Appl. No. 8675532, Appl. Date 9/14/2015)
7. EXDAM (U.S. Reg. No. 4764228, Reg. Date 6/30/2015)
8. TRINITY CONSULTANTS (Canada Appl. No. 1631617)

Trademarks registered to SafeBridge Consultants, Inc.

1. POTENT COMPOUND SAFETY TRIANGLE (Reg. No. U.S. 3,125,670, Reg. Date 8/8/2006)
2. POTENT COMPOUND SAFETY "BOOT CAMP" (U.S. Reg. No. 4,367,580, Reg. Date 7/16/2013)
3. SAFEBRIDGE (U.S. Reg. No. 4531686, Reg. Date 5/20/2014)
4. SAFEBRIDGE (U.S. Reg. No. 4531685, Reg. Date 5/20/2014)
5. SAFEBRIDGE CONSULTANTS, INC. (U.S. Reg. No. 4531684, Reg. Date 5/20/2014)
6. SAFEBRIDGE CONSULTANTS, INC. (U.S. Reg. No. 4531683, Reg. Date 5/20/2014)
7. SAFEBRIDGE (European Community Trademarks Reg. No. 11754603)