

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHA Consulting, L.L.C		04/10/2018	Limited Liability Company
R.W. Armstrong & Assoc., Inc.		04/10/2018	Corporation:

RECEIVING PARTY DATA

Name:	BNP PARIBAS, as collateral agent
Street Address:	787 Seventh Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2605755	INTREPID
Registration Number:	4934831	CHA
Registration Number:	4878907	CHA
Registration Number:	4843823	NOVARA GEOSOLUTIONS
Registration Number:	4843822	NOVARA GEOSOLUTIONS
Registration Number:	3346721	R W ARMSTRONG
Registration Number:	3510373	RW ARMSTRONG

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
 Email: trademarkny@winston.com
 Correspondent Name: James W. Kachadorian
 Address Line 1: 200 Park Avenue
 Address Line 2: Winston & Strawn LLP
 Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86700/267
-------------------------	-----------

2605755

NAME OF SUBMITTER:	James W. Kachadoorian
SIGNATURE:	/James W. Kachadoorian by trademarkny/
DATE SIGNED:	04/10/2018
Total Attachments: 6 source=CHA Second Lien Trademark Short Form Security Agreement Executed#page1.tif source=CHA Second Lien Trademark Short Form Security Agreement Executed#page2.tif source=CHA Second Lien Trademark Short Form Security Agreement Executed#page3.tif source=CHA Second Lien Trademark Short Form Security Agreement Executed#page4.tif source=CHA Second Lien Trademark Short Form Security Agreement Executed#page5.tif source=CHA Second Lien Trademark Short Form Security Agreement Executed#page6.tif	

This SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of April 10, 2018, (this “**Agreement**”), is made by and among each of the undersigned grantors (the “**Grantors**” and each a “**Grantor**”), and BNP PARIBAS, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that Second Lien Security Agreement, dated as of April 10, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among FR Vision, Inc., a Delaware corporation (the “**Parent**”), Vision BidCo, Inc., a Delaware corporation (“**Merger Sub**”), CHA Holdings, Inc., a Delaware corporation (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent; and (b) that certain Second Lien Credit Agreement, dated as of April 10, 2018 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Parent, Merger Sub, the Borrower, the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), BNP Paribas, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to 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**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (*provided* that no security interest shall be granted in 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) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

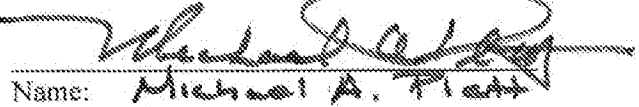
[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantors:

CHA CONSULTING, LLC,
as a Grantor


By:



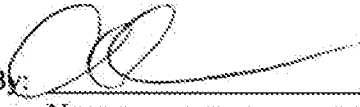

Name: Michael A. Platt

Title: Secretary & General Counsel

R.W. ARMSTRONG & ASSOC.,
as a Grantor

By: 
Name: Michael A. Platt
Title: Secretary & General Counsel

**BNP PARIBAS,
as Collateral Agent**

By: 
Name: 
Title: 

By: 
Name: **Peter Fritz**
Title: **Director**

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No. App. No.</u>
Intrepid Trademark	USA	CHA Consulting, Inc.	2,605,755
CHA Consulting, Inc. Service Mark	USA	CHA Consulting, Inc.	4,934,831
CHA Consulting, Inc. Service Mark (2)	USA	CHA Consulting, Inc.	4,678,907
Novara GeoSolutions Service Mark	USA	CHA Consulting, Inc.	4,843,823
Novara GeoSolutions Service Mark	USA	CHA Consulting, Inc.	4,843,822
R.W. Armstrong Service Mark	USA	R.W. Armstrong & Assoc., Inc.	3,346,721
R.W. Service Mark	USA	R.W. Armstrong & Assoc., Inc.	3,510,373