

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARDURRA GROUP LLC		08/16/2018	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MS Senior Loan Partners GP Inc., as Agent		
<b>Street Address:</b>	1585 Broadway, 39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5008885	ARDURRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	51025 / 063		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	08/16/2018		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated as of August 16, 2018 (“Trademark Security Agreement”), is made by the undersigned “Grantor” (the “Grantor”), in favor of **MS SENIOR LOAN PARTNERS GP INC.**, a Delaware corporation, in its capacity as Agent for the Lenders (the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among **KING ENGINEERING ASSOCIATES, INC.**, a Florida corporation (the “Administrative Borrower”), the other Loan Parties named therein, the lenders party thereto (the “Lenders”), and **MS SENIOR LOAN PARTNERS GP INC.**, as administrative agent and collateral agent for the Lenders (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to extend term loans to the Administrative Borrower;

WHEREAS, it is a condition precedent to the obligations of the Lenders under the Credit Agreement that the Grantor execute and deliver to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, on behalf of the Lenders, a security interest in and lien upon all or substantially all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and all products and proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Grantor will obtain substantial direct and indirect financial and other benefits from the Loans made by the Lenders to the Administrative Borrower pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, the Grantor desires to enter into this Trademark Security Agreement and the other Loan Documents in order to induce the Lenders to make the Term Loans under the Credit Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, if not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Agent, for the benefit of each Lender, a security interest (the “Security Interest”) in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

*provided, however*, that notwithstanding the foregoing, and solely 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 any registration that issues from an intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided that*, upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

Section 3. Security for Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders in the Security Agreement. The Lenders' rights and remedies in the Trademark Collateral granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, the other Loan Documents, and any other documents related thereto.

Section 5. Authorization to Supplement. The Grantor shall give the Agent notice of any additional trademark registrations granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future, then-existing United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or 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.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the Security Agreement in all respects, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to the Security Interest hereunder.

Section 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

**(INCLUDING SECTIONS 5 1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICT OF LAW RULES).**

Section 9. Incorporation by Reference. The provisions of Section 9.5(b), 9.5(c), 9.5(d), 9.8, 9.9, and 9.10 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, as if more fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

**GRANTOR:**

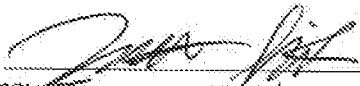
**ARDURRA GROUP LLC,**  
a Louisiana limited liability company

By: 

Name: Christopher Lee

Title: Secretary

MS SENIOR LOAN PARTNERS GP INC.,  
as Agent

By:   
Name: Jonathan Spivak  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Registered Trademarks:**

Mark	Serial Number	Application Date	Class, Goods/Services	Status
ARDURRA	86554342	March 5, 2015	IC 042 Consulting services in the field of design and development of engineering processes.	Registered July 26, 2016  Reg. No. 5008885