

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527184

<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>
FlexXray LLC		06/07/2019	Limited Liability Company: TEXAS
Accu-Ray Inspection Services, Inc.		06/07/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5154892	FLEXXRAY	
<b>Registration Number:</b>	5106871	WORLD-CLASS INSPECTION AND RECOVERY SERV	
<b>Registration Number:</b>	4474803	ACCU-RAY INSPECTION SERVICES	
<b>Registration Number:</b>	4470519	ACCU-RAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>	4155911000		
<b>Email:</b>	achan@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco, Esq.		
<b>Address Line 1:</b>	101 California St.		
<b>Address Line 2:</b>	#3500		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	013757.00185		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco/		

CH \$115.00 5154892

<b>DATE SIGNED:</b>	06/10/2019
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**Total Attachments: 6**

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- source=FlexXray\_BMO - Trademark Security Agreement\_(13669415)\_ (1)#page2.tif
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- source=FlexXray\_BMO - Trademark Security Agreement\_(13669415)\_ (1)#page4.tif
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this June 7, 2019, by and among FLEXXRAY LLC, a Texas limited liability company (the “Borrower”), and ACCU-RAY INSPECTION SERVICES, INC., an Illinois corporation (“Accu-ray” and together with the Borrower, the “Grantors” and each, individually, a “Grantor”), and BMO HARRIS BANK N.A., as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Administrative Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, FlexXray Intermediate, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors from time to time party thereto (and together with Holdings and the Grantors, collectively, the “Loan Parties”), the Administrative 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 Administrative Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of the date hereof (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, the Grantors are required to execute and deliver to the Administrative 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, the Grantors hereby agree 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 Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all of such 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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by a Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

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 the Grantors to the Administrative 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 the Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative 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 a Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give notice in writing to the Administrative Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting such Grantor's obligations under this Section 5, such Grantor hereby authorizes the Administrative Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of such Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Administrative 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]

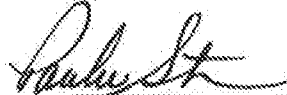
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**FLEXXRAY LLC,**  
a Delaware limited liability company

By:   
Name: Paul Strickler  
Title: Vice President of Finance and Controller

**ACCU-RAY INSPECTION SERVICES, INC.,**  
an Illinois limited liability company

By:   
Name: Paul Strickler  
Title: Vice President of Finance, Controller and  
Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**BMO HARRIS BANK N.A.**

By:   
Name: Tara Cuprsin  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006666 FRAME: 0552**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

Trademarks

<b><u>Trademark</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
FLEXXRAY	87093067	07/05/2016	5154892	03/07/2017
WORLD-CLASS INSPECTION AND RECOVERY SERVICES FOR FOOD COMPANIES	87093058	07/05/2016	5106871	12/20/2016
ACCU-RAY INSPECTION SERVICES	85960624	06/04/2013	4474803	01/28/2014
ACCU-RAY	85960631	06/04/2013	4470519	01/21/2014