TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Consultants, Inc.		10/28/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Administrative Agent
Street Address:	191 North Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4896559	YOUR COMPLIANCE PARTNER
Registration Number:	4670621	TAKE COMPLETE CONTROL OF YOUR COMPLIANCE
Registration Number:	4668985	CONTINUOUS COMPLIANCE MONITORING SYSTEM
Registration Number:	4509140	ANCERON
Registration Number:	4541543	SUSTAINABLE INNOVATION
Registration Number:	4322979	ACS ENGINEERING GROUP
Registration Number:	3723923	DRIVER-BASED
Registration Number:	3033711	CCMS
Registration Number:	3039327	PERPETUAL COMPLIANCE ASSURANCE
Registration Number:	2985854	PERPETUAL AUDIT

CH $265.00 4896559

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034
Email: oscar.ruiz@katten.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-00121
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	10/29/2019

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made October 28, 2019, by and among Trinity Consultants, Inc., a Delaware corporation (the "Grantor") and NXT CAPITAL, 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 Amended and Restated Credit Agreement, dated as of October 9, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TACH Holdings, Inc., a Delaware corporation, the Grantor, as a Borrower, the other Borrowers and Guarantors from time to time party thereto (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 Borrowers 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 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, Grantor is 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. Grantor hereby unconditionally grants 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 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 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.

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. 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 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 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 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 Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

Accepted and Acknowledged:

NXT CAPITAL, LLC, as Agent

By: _____
Name: Brian Schleich
Title: Director

TRADEMARK
REEL: 006781 FRAME: 0950

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
YOUR COMPLIANCE PARTNER	4896559	2/2/2016	USPTO
TAKE COMPLETE CONTGROL OF YOUR COMPLIANCE WITH ONE REGULATORY SOLUTION	4670621	1/13/2015	USPTO
CONTINUOUS COMPLIANCE MONITORING SYSTEM	4668985	1/6/2015	USPTO
ANCERON	4509140	4/8/2014	USPTO
SUSTAINABLE INNOVATION	4541543	6/3/2014	USPTO
ACS ENGINEERING GROUP	4322979	4/23/2013	USPTO
DRIVER-BASED	3723923	12/8/2009	USPTO
CCMS	3033711	12/27/2005	USPTO
PERPETUAL COMPLIANCE ASSURANCE	3039327	1/10/2006	USPTO
PERPETUAL AUDIT	2985854	8/16/2005	USPTO