

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Complete Turbine Services, LLC		11/04/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ALLY BANK, as agent		
Street Address:	300 PARK AVENUE - 4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	STATE BANK: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4005153	FOREVER FORWARD	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31656.000114		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	11/04/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of November 4, 2019 is made by Complete Turbine Services, LLC, a Florida limited liability company (the “Grantor”), located at 3060 SW 2nd Avenue, Fort Lauderdale, Florida 33315, in favor of ALLY BANK, located at 300 Park Avenue, 4th Floor, New York, NY 10022, in its capacity as agent (“Agent”) for itself and the other financial institutions (the “Lenders”) from time to time party to the Credit Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, certain of Grantor’s affiliates, Agent and the Lenders have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Credit Agreement) to certain of Grantor’s affiliates; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Grantor’s Obligations (as defined in the Credit Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

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

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- (ii) References to “Sections”, and “Schedules” shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”.
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in, lien and mortgage in and to

and right of setoff against all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed Trademarks (as defined in the Guarantee and Collateral Agreement) constituting Collateral, including those listed on Schedule A attached hereto; provided that the foregoing shall not include any "intent-to-use" Trademarks until such time as Grantor begins to use such Trademarks.

3. Incorporation of Credit Agreement. The terms and conditions of the Credit Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only.
5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Credit Agreement.
6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Credit Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Credit Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.
11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.
12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., "pdf" or "tif") transmission in any number of counterparts and by different parties hereto in

separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Upon the Payment in Full of the Obligations and termination of the Credit Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

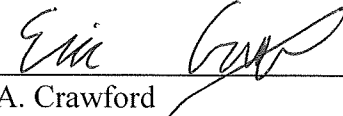
(Signature pages follow.)

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

Complete Turbine Services, LLC

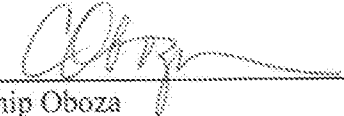
By: 
Eric A. Crawford
Vice President

(Signature Page to Trademark Security Agreement)

AGENT:

ALLY BANK

By: _____


Chip Oboza

Authorized Signatory

SCHEDULE A

to Trademark Security Agreement

TRADEMARKS

Owner	Mark	Application #/	Registration #	Application Date	Registration Date	Status
Complete Turbine Services, LLC	FOREVER FORWARD		4005153	September 3, 2010	August 2, 2011	Registered