

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636865

<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>
Woolpert, Inc.		04/05/2021	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC		
<b>Street Address:</b>	555 California Street		
<b>Internal Address:</b>	50th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3923572	IDEAL	
<b>Registration Number:</b>	3902639	QC PATHFINDER	
<b>Registration Number:</b>	4828514	RENAISSANCE	
<b>Registration Number:</b>	4890178	FOOTPRINT	
<b>Registration Number:</b>	3941034	SEDPRO	
<b>Registration Number:</b>	1710572	WOOLPERT W	
<b>Registration Number:</b>	3453868	WOOLPERT	
<b>Registration Number:</b>	3562618	SMARTVIEW	
<b>Registration Number:</b>	5629242	NATIONMAP	
<b>Registration Number:</b>	6126236	STREAM:RASTER	
<b>Registration Number:</b>	6031867	SMARTVIEW CONNECT	
<b>Registration Number:</b>	6142580	SMARTVIEW 3D	
<b>Serial Number:</b>	90358206	CAMA CLOUD	
<b>Serial Number:</b>	90358230	MOBILE ASSESSOR	
<b>Serial Number:</b>	90148375	SMARTVIEW TRACKER	
<b>Serial Number:</b>	90148382	SVT	
<b>Serial Number:</b>	88913118	INSPANSION	

CH \$440.00 3923572

**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:** 4045723401  
**Email:** ssheesley@kslaw.com  
**Correspondent Name:** Steven Sheesley  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	22939.515128
<b>NAME OF SUBMITTER:</b>	Steven Sheesley
<b>SIGNATURE:</b>	//Steven Sheesley//
<b>DATE SIGNED:</b>	04/05/2021

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated April 5, 2021, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of KKR LOAN ADMINISTRATION SERVICES LLC ("KLAS"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WOOLPERT PARENT, INC., a Delaware corporation ("Holdings"), WOOLPERT MERGER SUB, INC., a Delaware corporation (the "Initial Borrower"), WOOLPERT HOLDINGS, INC., a Delaware corporation (the "Company" and, upon and at any time after the consummation of the Acquisition, the "Borrower"), KLAS, as Administrative Agent and Collateral Agent and each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") have entered into the Credit Agreement dated as of April 5, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"), in each case, other than Excluded Property:

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of

all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

WOOLPERT, INC.  
as an Initial Grantor

By:   
Name: Josh Heid  
Title: Treasurer

KKR LOAN ADMINISTRATION SERVICES  
LLC, as Collateral Agent

By: John Knox  
Name: John Knox  
Title: CFO

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No.	Registration Date
Woolpert, Inc.	IDEAL	3923572	02/22/2011
Woolpert, Inc.	STORMOPS	3902639	01/11/2011
Woolpert, Inc.	RENAISSANCE	4828514	10/06/2015
Woolpert, Inc.	FOOTPRINT	4890178	01/19/2016
Woolpert, Inc.	SEDPRO	3941034	04/05/2011
Woolpert, Inc.		1710572	08/25/1992
Woolpert, Inc.	WOOLPERT	3453868	06/24/2008
Woolpert, Inc.	SMARTVIEW	3562618	01/13/2009
Woolpert, Inc.	NATIONMAP	5629242	12/11/2018
Woolpert, Inc.	STREAM:RASTER	6126236	08/11/2020
Woolpert, Inc.	SMARTVIEW CONNECT	6031867	04/14/2020

Woolpert, Inc.	<b>SMARTVIEW 3D</b>	6142580	09/01/2020
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<b>Registered owner/ Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
Woolpert, Inc.	CAMA Cloud	90358206	12/3/2020
Woolpert, Inc.	Mobile Assessor	90358230	12/3/2020
Woolpert, Inc.	<b>SMARTVIEW TRACKER</b>	90148375	08/31/2020
Woolpert, Inc.	<b>SVT</b>	90148382	08/31/2020
Woolpert, Inc.	<b>INSPANSION</b>	88913118	05/12/2020