

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696916

| | | | |
|---|--------------------------------------|------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BVH Integrated Services, Inc. | | 12/22/2021 | Corporation: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | UMPQUA BANK, AS ADMINISTRATIVE AGENT | | |
| Street Address: | 4040 MacArthur Boulevard | | |
| Internal Address: | Suite 100 | | |
| City: | Newport Beach | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92660 | | |
| Entity Type: | Chartered Bank: OREGON | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77003507 | FOCUSED ON PERFORMANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044448847 | | |
| <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> | | | |
| Phone: | 213-457-6624 | | |
| Email: | ksaltrick@mcguirewoods.com | | |
| Correspondent Name: | McGuireWoods LLP | | |
| Address Line 1: | 355 S. Grand Avenue, Suite 4200 | | |
| Address Line 2: | Attention: J. Aufderhar | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |
| NAME OF SUBMITTER: | Justin Aufderhar | | |
| SIGNATURE: | /s/ Justin Aufderhar | | |
| DATE SIGNED: | 12/22/2021 | | |
| Total Attachments: 5 | | | |
| source=Active_154117269_1_[Salas O_Brien] Intellectual Property Security Agreement (12_22_21)#page1.tif | | | |
| source=Active_154117269_1_[Salas O_Brien] Intellectual Property Security Agreement (12_22_21)#page2.tif | | | |
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OP \$40.00 77003507

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 22, 2021 (this "Agreement") is made among SALAS O'BRIEN, INC., a California corporation (f/k/a SALAS O'BRIEN HOLDINGS, INC.), GLOBAL ENGINEERING SOLUTIONS, INC., a Maryland corporation, BVH INTEGRATED SERVICES, INC., a Connecticut corporation (collectively, the "Grantors"), and UMPQUA BANK, an Oregon state-chartered bank in its capacity as administrative agent for the Lenders (in such capacity, "Administrative Agent").

W I T N E S S E T H :

WHEREAS, the Grantors, various affiliates of Grantors from time to time party thereto, the lenders from time to time party thereto ("Lenders"), and Administrative Agent have entered into that certain Credit and Guaranty Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and various affiliates of the Grantors from time to time party thereto have entered into that certain Security Agreement dated as of the date hereof with the Administrative Agent (as amended, restated, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Credit Agreement and the Security Agreement require the Grantors to execute and deliver this Agreement.

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

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure payment of all of the Obligations, the Grantors hereby grant to Administrative Agent, for the benefit of the Lenders, a lien on and security interest in, and acknowledge and agree that the Administrative Agent has and shall continue to have a continuing lien on and security interest in, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to the following Collateral (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, including those referred to in Attachment 1 hereto;
- (b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a); and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present, or future infringement of any Trademark, or for enforcement of any Trademark.

SECTION 3. Security Interest. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent pursuant to the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Release of Security Interest. Upon the date on which all of the Obligations have been paid in full in cash and Lenders' commitments under the Credit Agreement have terminated, the Administrative Agent shall, at the Grantors' expense, execute and deliver to each Grantor all instruments and other documents, and take all other actions reasonably requested by the Grantors, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

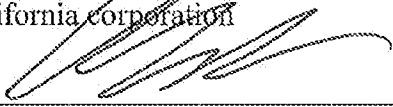
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:


SALAS O'BRIEN, INC.,
a California corporation

By:  _____

Name: Darin Anderson

Its: Chief Executive Officer


GLOBAL ENGINEERING SOLUTIONS, INC.,
a Maryland corporation

By:  _____

Name: Darin Anderson

Its: President

BVH INTEGRATED SERVICES, INC.,
a Connecticut corporation

By:  _____

Name: Darin Anderson

Its: Chief Executive Officer

ADMINISTRATIVE AGENT:

UMPQUA BANK,
an Oregon state-chartered bank

By: 
Name: Eugene de la Cruz
Title: SVP, Senior Corporate Relationship
Manager

ATTACHMENT 1
to Intellectual Property Security Agreement

| Registered Owner | Trademark or Trademark Application | Serial Number | Registration Number | Filing Date |
|--|------------------------------------|---------------|---------------------------------|---|
| Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.) | expect a difference (service mark) | 77158022 | 3493416 | August 26, 2008 (Renewed October 3, 2017) |
| Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.) | Common Sense Commissioning | 85714940 | 4331476 | May 7, 2013 (Renewed May 20, 2018) |
| Global Engineering Solutions, Inc. | GES (Stylized/Design) | 77294942 | 3501052 | September 16, 2008 |
| Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.) | SALAS O'BRIEN EXPECT A DIFFERENCE | 90719284 | Prior Registration No.: 3493416 | May 18, 2021 |
| Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.) | SALAS O'BRIEN EXPECT A DIFFERENCE | 90719220 | Prior Registration No.: 3493416 | May 18, 2021 |
| Salas O'Brien, Inc. (f/k/a Salas O'Brien Holdings, Inc.) | SALAS O'BRIEN | 90719162 | N/A | May 18, 2021 |
| Global Engineering Solutions, Inc. | GLOBAL ENGINEERING SOLUTIONS | 77295062 | 3498176 | October 3, 2007 |
| BVH Integrated Services, Inc. | FOCUSED ON PERFORMANCE | 77003507 | 3371316 | September 20, 2006 |