

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLAS TECHNICAL CONSULTANTS LLC		02/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88477752	ATLAS	
Serial Number:	88477878	ATLAS TECHNICAL CONSULTANTS	
Serial Number:	88477929	ATLAS TECHNICAL CONSULTANTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Daniel Reinke		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	122951/40		
NAME OF SUBMITTER:	Daniel Reinke		
SIGNATURE:	/Daniel Reinke/		
DATE SIGNED:	03/18/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2021 (this "Agreement"), among ATLAS TECHNICAL CONSULTANTS LLC (the "Grantor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) Credit Agreement, dated as of February 25, 2021 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ATLAS TC HOLDINGS LLC, a Delaware limited liability company ("Holdings"), ATLAS INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto from time to time and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and as Collateral Agent, and (b) the Collateral Agreement, dated as of February 25, 2021 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Term Loans and as consideration for Term Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, the goodwill of the businesses with which the Trademarks are associated, all Proceeds and products of the foregoing, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral

Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

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

**ATLAS TECHNICAL CONSULTANTS
LLC, as Grantor**

By: 


Name: L. Joe Boyer

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007664 FRAME: 0655**

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By 

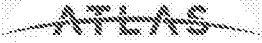

Name:

Title:

**Nicole Kroll
Assistant Vice President**

SCHEDULE I

TRADEMARKS

Trademark	Jurisdiction	Status	App. No./Date	Reg. No./Date	Owner
ATLAS 	U.S.	PENDING	88477752 18-JUN-2019	N/A	Atlas Technical Consultants LLC
ATLAS TECHNICAL CONSULTANTS 	U.S.	PENDING	88477878 18-JUN-2019	N/A	Atlas Technical Consultants LLC
ATLAS TECHNICAL CONSULTANTS	U.S.	PENDING	88477929 18-JUN-2019	N/A	Atlas Technical Consultants LLC