

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Inspection & Analysis, Inc.		10/06/2022	Corporation: DELAWARE
Diversified Inspections/Independent Testing Laboratories, Inc.		10/06/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87633816	INDUSTRIAL INSPECTION & ANALYSIS	
Serial Number:	77008658	FAIL SAFE FIRE HOSE TESTING	
Serial Number:	77008683	FAIL SAFE FIRE HOSE TESTING	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	10/06/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 6, 2022 by INDUSTRIAL INSPECTION & ANALYSIS, INC., a Delaware corporation and DIVERSIFIED INSPECTIONS/INDEPENDENT TESTING LABORATORIES, INC., an Arizona corporation (each individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of APOGEM CAPITAL LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

WITNESSETH

WHEREAS, IIA Holdings, LLC, a Delaware limited liability company (“**IIA Holdings**”), IIA Canada Holdings Inc., a corporation organized under the laws of the Province of Ontario (“**IIA Canada**”; together with IIA Holdings, the “**Borrowers**”), the other Loan Parties party thereto, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, Grantors and other Persons party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor’s entire right, title

and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

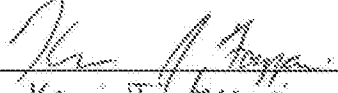
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IN WITNESS WHEREOF, Grantors has duly executed this Agreement as of the date first written above.

**INDUSTRIAL INSPECTION & ANALYSIS,
INC., a Delaware corporation**

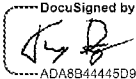
By: 
Name: Kevin J. Pizzari
Its: CFO

**DIVERSIFIED
INSPECTIONS/INDEPENDENT TESTING
LABORATORIES, INC., an Arizona corporation**

By: 
Name: Kevin J. Pizzari
Its: CFO

Agreed and Accepted
As of the Date First Written Above:

APOGEM CAPITAL LLC,
as Agent

By: 
Name: Timothy Day
Title: Vice President

SCHEDULE A

Trademark Registrations & Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Grantor
INDUSTRIAL INSPECTION & ANALYSIS	87633816	10/4/17	5479967	5/29/18	Industrial Inspection & Analysis, Inc.
FAIL SAFE FIRE HOSE TESTING	77008658	9/27/06	3322303	10/30/07	Diversified Inspections/ Independent Testing Laboratories, Inc.
FAIL SAFE FIRE HOSE TESTING	77008683	9/27/06	3333350	11/13/07	Diversified Inspections/ Independent Testing Laboratories, Inc.