

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765702

<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>
AEGION ENERGY SERVICES, LLC		11/02/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS INVESTMENT PARTNERS, LLC, as Collateral Agent		
<b>Street Address:</b>	40 WEST 57TH STREET, 33RD FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	UNITED STATES		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5725211	P2S SERVTECH	
<b>Registration Number:</b>	3071501	P2S POWER SERVICES	
<b>Registration Number:</b>	3071502	P2S PLANT PERFORMANCE SERVICES	
<b>Registration Number:</b>	3071503	P2S PECO	
<b>Registration Number:</b>	4191831	ALLSAFE	
<b>Registration Number:</b>	5255656	ALLSAFE +	
<b>Registration Number:</b>	4134463	BRINDERSON	
<b>Registration Number:</b>	5169941	SCHULTZ	
<b>Registration Number:</b>	5809774	TIMETRAK	
<b>Registration Number:</b>	5309314	DELAYTRAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		

CH \$265.00 5725211

<b>Address Line 4:</b>	Washington, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	34408.02400
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	11/04/2022
<b>Total Attachments: 5</b> source=Active_130441913_3_Brock (AIP) _ Joinder (AES) - Term Loan Trademark Security Agreement - HPS (Milbank)#page1.tif source=Active_130441913_3_Brock (AIP) _ Joinder (AES) - Term Loan Trademark Security Agreement - HPS (Milbank)#page2.tif source=Active_130441913_3_Brock (AIP) _ Joinder (AES) - Term Loan Trademark Security Agreement - HPS (Milbank)#page3.tif source=Active_130441913_3_Brock (AIP) _ Joinder (AES) - Term Loan Trademark Security Agreement - HPS (Milbank)#page4.tif source=Active_130441913_3_Brock (AIP) _ Joinder (AES) - Term Loan Trademark Security Agreement - HPS (Milbank)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2022 (this “Agreement”), among the Party on the signature pages hereto and HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (the “Collateral Agent”).

Reference is made to the Amended and Restated First Lien Collateral Agreement dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Brock Holdings III, LLC, a Delaware limited liability company (the “Borrower”), Brock Holdings II, LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Loan Parties (as identified therein) and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Amended and Restated First Lien Credit Agreement dated as of November 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the Ultimate Parent, the Lenders party thereto and HPS Investment Partners, LLC, as administrative agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Parties hereto are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 its Obligations, each Grantor, hereby grants to the Collateral Agreement, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule A (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Collateral Agreement. The Security Interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each 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.

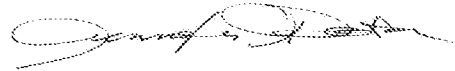
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

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

AEGION ENERGY SERVICES, LLC  
as Grantor

By



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Name: Jennifer Dotson  
Title: Secretary

HPS INVESTMENT PARTNERS, LLC, as  
Collateral Agent,

By: *Vali Shokrgozar*  
Name: Vali Shokrgozar  
Title: Managing Director

**SCHEDULE A**

<b>Entity</b>	<b>Trademark</b>	<b>Federally Registered</b>	<b>Registration Number</b>
AEGION ENERGY SERVICES, LLC	P2S SERVTECH	Yes	5725211
AEGION ENERGY SERVICES, LLC	P2S POWER SERVICES	Yes	3071501
AEGION ENERGY SERVICES, LLC		Yes	3071502
AEGION ENERGY SERVICES, LLC	P2S PECO	Yes	3071503
AEGION ENERGY SERVICES, LLC	ALLSAFE	Yes	4191831
AEGION ENERGY SERVICES, LLC		Yes	5255656
AEGION ENERGY SERVICES, LLC	BRINDERSON	Yes	4134463
AEGION ENERGY SERVICES, LLC	SCHULTZ	Yes	5169941
AEGION ENERGY SERVICES, LLC	TIMETRAK	Yes	5809774
AEGION ENERGY SERVICES, LLC	DELAYTRAK	Yes	5309314

Schedule A

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**RECORDED: 11/04/2022**

**TRADEMARK  
REEL: 007890 FRAME: 0853**