

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DICKSON/UNIGAGE, INC.		03/31/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, AS AGENT		
Street Address:	191 NORTH WACKER DRIVE, 30TH FLOOR		
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:	97084023	CALIBRATION CLUB	
Registration Number:	6125115	RS REPLACEABLE SENSORS BY DICKSON	
Registration Number:	6003267	DICKSON ENVIRONMENTAL MONITORING + COMPL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.267		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	03/31/2023		
Total Attachments: 4			
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT (this "Amendment") to that certain Trademark Security Agreement dated as of April 6, 2018 (the "Trademark Security Agreement") is made as of this 31st day of March, 2023, by Dickson/Unigage, Inc., an Illinois corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee").

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of April 6, 2018 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement) providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 6, 2018 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of the New Trademarks.

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, Grantor agrees as follows:

1. Amendment. Schedule 1 to the Trademark Security Agreement is hereby amended to add the New Trademarks scheduled on Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[signature pages follow]

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

DICKSON/UNIGAGE, INC.

By


Name: E. Richard Weifer, Jr.

Title: Chief Executive Officer

Agreed and Accepted as of
the date first written above

NXT CAPITAL, LLC, as Agent

Brian Schleich

brian.schleich@nxtcapital.com

By: Brian Schleich
Title: Managing Director

SCHEDULE 1

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Application No.</u>	<u>File Date</u>
CALIBRATION CLUB	97084023	10/20/2021

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
RS REPLACEABLE SENSORS BY DICKSON DICKSON	6125115	08/11/2020
ENVIRONMENTAL MONITORING + COMPLIANCE EXPERTS	6003267	03/03/2020