900790498 08/02/2023 TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM829001

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		07/24/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SCP ESP LLC		
Street Address:	102 Pierce Street		
Internal Address:	c/o Strength Capital Partners		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ESP ASSOCIATES, INC.		
Street Address:	102 Pierce Street		
Internal Address:	c/o Strength Capital Partners		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Corporation: NORTH CAROLINA		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87326835	FLOODWARN
Registration Number:	5426021	ESP ANALYST

CORRESPONDENCE DATA

Fax Number: 2156562498

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.

Phone: 215-656-3381

Email: pto.phil@dlapiper.com

IP GROUP OF DLA PIPER LLP (US) **Correspondent Name:**

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 5000

TRADEMARK

REEL: 008153 FRAME: 0959

900790498

Address Line 4: PHILA	ADELPHIA, PENNSYLVANIA 19103	
NAME OF SUBMITTER:	William L. Bartow	
SIGNATURE:	/William L. Bartow/	
DATE SIGNED:	08/02/2023	
Total Attachments: 5 source=Citizens - IP Release (Trademarks - ESP)#page1.tif source=Citizens - IP Release (Trademarks - ESP)#page2.tif source=Citizens - IP Release (Trademarks - ESP)#page3.tif source=Citizens - IP Release (Trademarks - ESP)#page4.tif		

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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "<u>Termination</u>") is granted as of July 24, 2023 by **CITIZENS BANK, N.A.**, as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>"), in favor of **SCP ESP LLC**, a Delaware limited liability company ("<u>Holdings</u>") and **ESP ASSOCIATES, INC.**, a North Carolina corporation ("<u>ESP</u>" and together with Holdings, collectively and individually, the "<u>Grantor</u>").

RECITALS

WHEREAS, reference is made to: (a) that certain Credit Agreement, dated April 4, 2018, among Grantor, Vickrey & Associates, LLC, a Texas limited liability company ("Vickrey"), Pickett and Associates, LLC, a Florida limited liability company ("Pickett"), U.S. Imaging Flight Ops, LLC, a Florida limited liability company ("USIFO") and Ditesco, LLC, a Colorado limited liability company ("Ditesco" and together with Grantor, Vickrey, Pickett, USIFO, the "Loan Parties") the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) that certain Pledge and Security Agreement, dated as of April 4, 2018, by and among the Loan Parties and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, Grantor executed and delivered a Trademark Security Agreement (the "<u>Trademark Agreement</u>"), dated as of April 4, 2018, granting the Administrative Agent a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 13, 2018, at Reel 6344, Frame 0886, against certain trademarks identified on Schedule A hereto; and

WHEREAS, Grantor has satisfied all of the obligations under the Security Agreement and has requested that the Administrative Agent terminate and release its security interest in and liens on the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions.

- a. All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement, unless otherwise defined in this Termination.
 - b. The term "<u>Trademark Collateral</u>", as used herein, shall mean:
 - (i) 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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URLs), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule A and all reissues, renewals, continuations and extensions thereof and amendments thereto;

- (ii) all reissues, continuations, extensions and renewals thereof and amendments thereto;
- (iii) all goodwill associated therewith or symbolized by any of the foregoing;
- (iv) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto; and
- (v) all other assets, rights and interests that uniquely reflect or embody such goodwill.
- 2. <u>Release of Security Interest in Collateral</u>. The Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral (including, without limitation, those trademarks listed on <u>Schedule A</u> hereto).
- 3. <u>Reassignment</u>. The Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by the Administrative Agent, all of the Administrative Agent's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

CITIZENS BANK, N.A., as Administrative Agent

By:	Milar Short	
Name:	MICHOEL SCHLARTE	
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SCP ESP LLC,

a Delaware limited liability company

By:

Name: Mark McCammon

Title: Authorized Representative

ESP ASSOCIATES, INC.,

a North Carolina corporation

Name: Mark McCammon

Title: Authorized Representative

SCHEDULE A

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
FLOODWARN	Abandoned	Abandoned	87326835	February 7, 2017
ESP ANALYST	5426021	March 20, 2018	87326822	February 7, 2017

RECORDED: 08/02/2023