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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI230231

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PBS Engineering and Environmental LLC		05/13/2024	Limited Liability Company: DELAWARE
Verdant Web Technologies Inc.		05/13/2024	Corporation: OREGON

## **RECEIVING PARTY DATA**

Company Name:	TCG Senior Funding L.L.C., as Collateral Agent		
Street Address:	520 Madison Avenue, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4714700	PBS
Registration Number:	4560188	VERDANT

#### CORRESPONDENCE DATA

**Fax Number:** 3125774565

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:** 3125778265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic
Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207509-335
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	Kristin Brozovic
DATE SIGNED:	05/14/2024

**Total Attachments: 5** 

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2024 (this "<u>Trademark Security Agreement</u>"), made by PBS Engineering and Environmental LLC, a Delaware limited liability company and Verdant Web Technologies Inc., an Oregon corporation (collectively, the "<u>Grantors</u>"), in favor of TCG Senior Funding L.L.C., as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of January 31, 2023 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrowers, Holdings, each Lender from time to time party thereto, TCG Senior Funding L.L.C., as Administrative Agent and Revolving Agent, and the other parties party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of January 31, 2023 (as supplemented by that certain Supplement No. 1 to Security Agreement, dated May 1, 2023, by that certain Supplement No. 2 to Security Agreement, dated as of May 13, 2024, and as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Section 2. <u>Confirmation of Grant of Security Interest in Trademarks</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the "<u>Security Interest</u>") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on <u>Schedule I</u> hereto, and all proceeds of the Owned Trademarks, 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 (in each case, other than Excluded Assets).

Section 3. <u>Purpose</u>. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest mentioned in <u>Section 2</u> above with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together

shall constitute one and the same instrument. Delivery by facsimile, .pdf or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of each such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon each such Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by facsimile,.pdf or other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile,.pdf or other electronic means.

Section 5. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks or any other applicable government officer in the United States Patent and Trademark Office record this Agreement.

Section 6. <u>Governing Law</u>. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[Signature pages follow]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PBS ENGINEERING AND ENVIRONMENTAL LLC, as a Grantor

Name: Matthew Hardesty

Title: Vice President and Secretary

VERDANT WEB TECHNOLOGIES INC., as a Grantor

Name: Matthew Hardesty

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed

TCG SENIOR FUNDING L.L.C., as Collateral Agent

Name: Joshua Lefkowitz Title: Chief Legal Officer

# TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **UNITED STATES TRADEMARKS**

# U.S. Trademarks Registrations

Title	Reg. No.	Reg. Date	Creation Date	Claimant
PBS	4714700	07-APR-2015	1984	PBS Engineering and
				Environmental LLC
				(formerly known as PBS
				Engineering and
				Environmental, Inc.)
VERDANT	4560188	01-JUL-2014	2013	Verdant Web
				Technologies Inc.

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RECORDED: 05/14/2024