

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615791

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eagle Infrastructure Services, Inc.		12/10/2020	Corporation: FLORIDA
Applied Consultants, Inc.		12/10/2020	Corporation: TEXAS
Cleveland Integrity Services, Inc.		12/10/2020	Corporation: OKLAHOMA
Central NDT, Inc.		12/10/2020	Corporation: OKLAHOMA
Encompass Services, LLC		12/10/2020	Limited Liability Company: TEXAS
Perennial Environmental I, LLC		12/10/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	14241 Dallas Parkway, Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5882401	CENTRAL NDT
Registration Number:	6077537	CIS
Registration Number:	6077538	CIS
Registration Number:	5836553	CLEVELAND ASSET INTEGRITY SERVICES
Registration Number:	5882403	CAIS
Registration Number:	5882404	CAIS CLEVELAND ASSET INTEGRITY SERVICES
Registration Number:	5877983	APPLIED CONSULTANTS, INC.
Registration Number:	5877984	APPLIED CONSULTANTS, INC.
Registration Number:	5882402	CENTRAL NDT
Registration Number:	6021621	EAGLE
Registration Number:	6021622	EAGLE INFRASTRUCTURE SERVICES
Registration Number:	5894630	PERENNIAL ENVIRONMENTAL SERVICES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5894629	PERENNIAL ENVIRONMENTAL SERVICES
Serial Number:	88171205	ENCOMPASS
Serial Number:	88171207	ENCOMPASS
Registration Number:	5882400	CLEVELAND INTEGRITY SERVICES

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attn: TMSU

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0624
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	12/21/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of December, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 10, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FR ARSENAL HOLDINGS CORP., a Delaware corporation ("Holdco"), FR ARSENAL HOLDINGS II CORP., a Delaware corporation ("Parent"), EAGLE INFRASTRUCTURE SERVICES, INC., a Florida corporation ("Intermediate Parent"), APPLIED CONSULTANTS, INC., a Texas corporation ("Applied Consultants"), CLEVELAND INTEGRITY SERVICES, INC., an Oklahoma corporation ("Cleveland Integrity"), CENTRAL NDT, INC., an Oklahoma corporation ("Central NDT"), ENCOMPASS SERVICES, LLC, a Texas limited liability company ("Encompass"), and together with Applied Consultants, Cleveland Integrity, Central NDT, and any other Person that joins the Credit Agreement as a "Borrower" in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the other loan parties party thereto, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Administrative Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guarantee and Security Agreement, dated as of November 10, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured

Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act,

state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Administrative Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by electronic method of transmission will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EAGLE INFRASTRUCTURE SERVICES, INC.,
a Florida corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

APPLIED CONSULTANTS, INC.,
a Texas corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

CLEVELAND INTEGRITY SERVICES, INC.,
an Oklahoma corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

CENTRAL NDT, INC.,
an Oklahoma corporation

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

ENCOMPASS SERVICES, LLC,
a Texas limited liability company

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

PERENNIAL ENVIRONMENTAL I, LLC,
a Texas limited liability company

By: _____
Name: Louis Berezovsky
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 

Name: Mark Galovic
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 007141 FRAME: 0507

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Cleveland Integrity Services, Inc.	United States	Cleveland Integrity Services, Inc. – NAME	Registration # 5,882,400	Registration Date 10/15/19
Cleveland Integrity Services, Inc.	United States	CIS – NAME	Registration # 6,077,537	Registration Date 6/16/20
Cleveland Integrity Services, Inc.	United States	CIS – LOGO	Registration # 6,077,538	Registration Date 6/16/20
Cleveland Integrity Services, Inc.	United States	Cleveland Asset Integrity Services - NAME	Registration # 5,836,553	Registration Date 8/13/19
Cleveland Integrity Services, Inc.	United States	CAIS – NAME	Registration # 5,882,403	Registration Date 10/15/19
Cleveland Integrity Services, Inc.	United States	CAIS – LOGO	Registration # 5,882,404	Registration Date 10/15/19
Applied Consultants, Inc.	United States	Applied Consultants, Inc. – NAME	Registration # 5,877,983	Registration Date 10/8/19
Applied Consultants, Inc.	United States	Applied Consultants, Inc. – LOGO	Registration # 5,877,984	Registration Date 10/8/19
Central NDT, Inc.	United States	Central NDT – NAME	Registration # 5,882,401	Registration Date 10/15/19
Central NDT, Inc.	United States	Central NDT – LOGO	Registration # 5,882,402	Registration Date 10/15/19
Eagle Infrastructure Services, Inc.	United States	Eagle Infrastructure Services – NAME	Registration # 6,021,621	Registration Date 3/31/20
Eagle Infrastructure Services, Inc.	United States	Eagle Infrastructure Services – LOGO	Registration # 6,021,622	Registration Date 3/31/20

Perennial Environmental I, LLC	United States	Perennial Environmental SERVICES- NAME	Registration # 5,894,630	Registration Date 10/29/19
Perennial Environmental I, LLC	United States	Perennial Environmental - LOGO	Registration # 5,894,629	Registration Date 10/29/19
Encompass Services, LLC	United States	Encompass - NAME	Application # 8,817,1205	Application Date 10/26/18
Encompass Services, LLC	United States	Encompass - LOGO	Application # 8,817,1207	Application Date 10/26/18