

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRC Companies, Inc.		11/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, n.a.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Administrative Agent: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3254767	SEACURE PATH	
Registration Number:	3125102	SECURITY MASTER PLAN	
Registration Number:	3144470	TRC SECURITY MASTER PLAN	
Registration Number:	3144469	TRC SECURITY SOLUTIONS	
Registration Number:	3836974	EXIT STRATEGY	
Registration Number:	3728896	RE POWER	
CORRESPONDENCE DATA			
Fax Number:	2149695100		
<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:	2149694804		
Email:	aaaugustine@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	098614-640108		
NAME OF SUBMITTER:	David L. Odom		
SIGNATURE:	/David L. Odom/		
DATE SIGNED:	11/30/2015		

CH \$165.00 3254767

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of November 30, 2015 (this "Agreement"), between TRC COMPANIES, INC., a Delaware corporation (together with its successors and assigns, the "Grantor"), and CITIZENS BANK, N.A., as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of November 30, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of November 30, 2015 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Confirmation of Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby confirms that, pursuant to the Security Agreement, it granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired and wherever located:

(i) all Trademarks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of Trademarks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

- (iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

TRC COMPANIES, INC.

By: M H Dodd
Name: Martin H. Dodd
Title: Senior Vice President and Secretary

Notice and Confirmation of Grant of Security Interest in Trademarks

TRADEMARK

REEL: 005678 FRAME: 0122

Accepted and acknowledged by:

CITIZENS BANK, N.A.,
as Administrative Agent

By: 

Name: Marc J. Lubelczyk
Title: Senior Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005678 FRAME: 0123

Schedule A
to Notice and Confirmation of Grant of
Security Interest in Trademarks

(A) Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
TRC Companies, Inc.	3254767	SECURE PATH
TRC Companies, Inc.	3125102	SECURITY MASTER PLAN
TRC Companies, Inc.	3144470	TRC SECURITY MASTER PLAN
TRC Companies, Inc.	3144469	TRC SECURITY SOLUTIONS
TRC Companies, Inc.	3836974	EXIT STRATEGY
TRC Companies, Inc.	3728896	RE POWER

(B) Applications:

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
NONE.		