

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHH ENTERPRISES, INC.		03/01/2016	Corporation: MARYLAND
INFRASCIENCE, LLC		03/01/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4229384	TRANSFORMATIVE SERVICES PROVIDER	
Registration Number:	4229383	OUR VALUES DRIVE OUR SUCCESS	
Registration Number:	4260485	NEW SIGNATURE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	c		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1792 CHH		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	03/11/2016		

CH \$90.00 4229384

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 1, 2016 by and between **COMERICA BANK** (“**Bank**”) and **CHH ENTERPRISES, INC.**, a Maryland corporation and **INFRASCIENCE, LLC**, a Georgia limited liability company (individually and collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to CMS CONSULTING INC., INFRASTRUCTURE GUARDIAN INC., IMASON INC., CHH ENTERPRISES, INC. and INFRASCIENCE, LLC (each, individually and collectively, jointly and severally, the “**Borrower**”) (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of its assets including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain Guaranty dated as of the date hereof executed by Grantor in favor of Bank (as the same may be amended, modified or supplemented from time to time, the “**Guaranty**”) and that certain Security Agreement (U.S. Borrowers) dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”; capitalized terms used herein are used as defined in the Security Agreement), Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and related documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTORS:

Address of Grantor:

1101 New York Ave Ste 675
Washington, DC 20005

Attn: Pat Pagnotta

CHH ENTERPRISES, INC.

By: 
Name: Patrick Pagnotta
Title: CFO

Address of Grantor:

Attn: _____

INFRASCIENCE, LLC

By: _____
Name: _____
Title: _____

Address of Bank:

M/C 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

Attn: _____

CHH ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Address of Grantor:

3440 Preston Ridge Rd
Suite 401
Alpharetta, GA 30015
Attn: Pat Pequette

X INFRASCIENCE, LLC

By: Jeffrey A. Trench
Name: Jeffrey A. Trench
Title: CEO

Address of Bank:

M/C 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

Attn: _____

CHH ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Address of Grantor:

Attn: _____

INFRASCIENCE, LLC

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: _____
Name: PRASHANT PRAKASH
Title: ASSISTANT VICE PRESIDENT & PORTFOLIO RISK MANAGER

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
TRANSFORMATIVE SERVICES PROVIDER	4,229,384	10/23/12
OUR VALUES DRIVE OUR SUCCESS	4,229,383	10/23/12
NEW SIGNATURE	4,260,485	12/18/12