

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCP ESP LLC		04/04/2018	Limited Liability Company: DELAWARE
ESP ASSOCIATES, INC.		04/04/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	27777 Franklin Road, MH1980		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87326835	FLOODWARN	
Serial Number:	87326822	ESP ANALYST	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3151		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	Eric S. Bergeron		
Address Line 1:	350 S. Main St.		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	37390-194		
NAME OF SUBMITTER:	ERIC S. BERGERON		
SIGNATURE:	/ERIC S. BERGERON/		
DATE SIGNED:	04/13/2018		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2018 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among SCP ESP LLC, a Delaware limited liability company ("Holdings"), ESP ASSOCIATES, INC., a North Carolina corporation ("Survivor ESP" and, with each other Person that becomes a party hereto as a Borrower by the execution and delivery of a Borrower Joinder Agreement, collectively and individually, the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with Holdings and the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated on or about the date of this Agreement, among the Borrower, Holdings, 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) the Pledge and Security Agreement, dated on or about the date of this Agreement, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) 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 (URL's), 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 I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

[Signature page follows]

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

**ESP ASSOCIATES, INC.
SCP ESP LLC**

By: 
Name: Steven C. LaBarre
Title: Authorized Representative

CITIZENS BANK, N.A., as Administrative Agent

By: _____
Name: Michael S. Blackburn
Title: Senior Vice President

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

ESP ASSOCIATES, INC.
SCP ESP LLC

By: _____
Name: Steven C. LaBarre
Title: Authorized Representative

CITIZENS BANK, N.A., as Administrative Agent

By:  _____
Name: Michael S. Blackburn
Title: Senior Vice President

SCHEDULE I
TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
FLOODWARN	IC 009	Pending	87326835	February 7, 2017
ESP ANALYST	IC 009	March 20, 2018	87326822	February 7, 2017