

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486038

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pictometry International Corp.		08/14/2018	Corporation:
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2859451	INTELLIGENT IMAGES	
Registration Number:	2835987	SEE EVERYWHERE MEASURE ANYTHING PLAN EVE	
Registration Number:	2857336	COMPASS LOGO	
Registration Number:	2892665	PICTOMETRY	
Registration Number:	3850559	PICTOMETRY ACCUPLUS	
Registration Number:	3756715	FUTUREVIEW	
Registration Number:	3862881	REAL3D	
Registration Number:	3971285	REAL3D	
Registration Number:	3986487	CRITICAL 360	
Registration Number:	3921106	PICTOMETRY ACCUPLUS	
Registration Number:	4221261	P	
Registration Number:	4277131	P	
Registration Number:	4217300	P	
Registration Number:	4205981	P	
Registration Number:	4229241	P	
Registration Number:	4269704	P	
Registration Number:	4221265	P	
Registration Number:	4277132	P	
Registration Number:	4269705	P	

OP \$590.00 2859451

Property Type	Number	Word Mark
Registration Number:	4221266	P
Registration Number:	4702305	
Registration Number:	5417514	
Serial Number:	87704617	PICTOMETRY ACCUPLUS

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: LATHAM & WATKINS LLP, 330 NORTH WABASH A

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	08/14/2018

Total Attachments: 6

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- source=Ajax - Second Lien Trademark Security Agreement Pictometry Inter#page3.tif
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 14, 2018 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of HPS Investment Partners, LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of August 14, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among EagleView Technology Corporation, a Delaware corporation (the “**Borrower**”), Phoenix Holdco LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

PICTOMETRY INTERNATIONAL CORP.,
a Delaware corporation

By: 

Name: Matthew R. Quilter

Title: Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: 

Name:

ANDREAS BOYE

Title:

MANAGING DIRECTOR

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006413 FRAME: 0463

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Pictometry International Corp.	INTELLIGENT IMAGES	2859451
Pictometry International Corp.	SEE EVERYWHERE MEASURE ANYTHING PLAN EVERYTHING	2835987
Pictometry International Corp.	Compass Design	2857336
Pictometry International Corp.	PICTOMETRY	2892665
Pictometry International Corp.	PICTOMETRY ACCUPLUS	3850559
Pictometry International Corp.	FUTUREVIEW	3756715
Pictometry International Corp.	REAL3D	3862881
Pictometry International Corp.	REAL3D	3971285
Pictometry International Corp.	CRITICAL 360	3986487
Pictometry International Corp.	PICTOMETRY ACCUPLUS	3921106
Pictometry International Corp.	P Design	4221261
Pictometry International Corp.	P Design	4277131
Pictometry International Corp.	P Design	4217300
Pictometry International Corp.	P Design	4205981
Pictometry International Corp.	P Design	4229241
Pictometry International Corp.	P Design	4269704
Pictometry International Corp.	P Design	4221265
Pictometry International Corp.	P Design	4277132
Pictometry International Corp.	P Design	4269705
Pictometry International Corp.	P Design	4221266
Pictometry International Corp.	Compass Design	4702305
Pictometry International Corp.	Compass Design	5417514

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Pictometry International Corp.	PICTOMETRY ACCUPLUS	87704617