

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wright Service Corp.		10/07/2020	Corporation: IOWA
CN Utility Consulting, Inc.		10/07/2020	Corporation: IOWA
Terra Spectrum Technologies, Inc.		10/07/2020	Corporation: IOWA
Wright Outdoor Solutions, Inc.		10/07/2020	Corporation: IOWA
Wright Tree Service, Inc.		10/07/2020	Corporation: IOWA
Sustainable Environmental Consultants, LLC		10/07/2020	Limited Liability Company: IOWA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, FI L2, Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	88813987	WRIGHT SERVICE CORP.
Serial Number:	88812831	WRIGHT SERVICE CORP.
Serial Number:	88812336	WRIGHT
Serial Number:	88812319	WRIGHT TREE SERVICE
Serial Number:	88812769	VERDURE ELEMENTS
Serial Number:	88812733	VERDURE ELEMENTS
Serial Number:	88812286	WRIGHT OUTDOOR SOLUTIONS
Serial Number:	88812255	WRIGHT OUTDOOR SOLUTIONS
Registration Number:	6073180	VMSUITE
Registration Number:	5730241	FIELDNOTE
Registration Number:	4916867	REALTIMEVM
Registration Number:	4916866	PLANNERVM
Registration Number:	4295054	INSIGHTVM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88814001	SUSTAINABLE ENVIRONMENTAL CONSULTANTS
Serial Number:	88813994	SUSTAINABLE ENVIRONMENTAL CONSULTANTS PO
Registration Number:	5268176	ECOPRACTICES
Registration Number:	5214758	ECOTAG
Serial Number:	88812692	CNUC
Serial Number:	88812635	CNUC

CORRESPONDENCE DATA

Fax Number: 6127661600
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: 612-766-6911
Email: susan.carlson@faegredrinker.com
Correspondent Name: Susan Carlson, Faegre Drinker Biddle
Address Line 1: 90 South 7th Street Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	10/07/2020

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of October 7, 2020 by and among Wright Service Corp., an Iowa corporation (the "Borrower"), the other parties listed on the signature pages hereof as Grantors (including the Borrower, the "Grantors"), and JPMorgan Chase Bank, N.A., a national banking association, ("JPMorgan") as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement described below) under the Intercreditor Agreement (as defined in the Security Agreement).

Pursuant to an Intercreditor and Collateral Agency Agreement (together with all amendments, modifications and restatements of such agreement, the "Intercreditor Agreement") of even date herewith among JPMorgan, in various capacities, JPMorgan Chase Bank, N.A., Toronto Branch, PGIM Inc. and certain Noteholders (as defined in the Intercreditor Agreement), JPMorgan has been appointed as Collateral Agent with respect to various liens and security interests granted or to be granted by the Grantors and certain affiliates of the Grantors.

As a condition to making loans and other financial accommodations to or for the benefit of the Borrower, the Senior Lenders (as defined in the Intercreditor Agreement) have required the execution and delivery of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors and certain affiliates of the Grantors have granted to the Collateral Agent, on behalf of the Secured Parties, a security interest in substantially all of the Grantors' personal property.

Pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement to the Collateral Agent.

ACCORDINGLY, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

"Trademark Collateral" means all right, title and interest of each Grantor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

"Specified Trademark" means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“Trademark” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest. In order to secure the Secured Obligations, each Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Trademark Collateral to the Collateral Agent.

3. Representations and Warranties. Each Grantor represents and warrants that such Grantor owns each of the Specified Trademarks indicated with respect to such Grantor on Schedule A, free and clear of any Lien other than Permitted Encumbrances.

4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. Continuing Effect. This Agreement and the Collateral Agent’s security interest in the Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Security Agreement).

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

above. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written

GRANTORS:

~~WRIGHT SERVICE CORP.~~

By: _____

Name: Scott D. Packard

Title: Chairman, President & CEO

~~CN UTILITY CONSULTING, INC.~~

~~TERRA SPECTRUM TECHNOLOGIES, INC.~~

~~WRIGHT OUTDOOR SOLUTIONS, INC.~~

By: _____

Name: Scott D. Packard

Title: CEO

~~WRIGHT TREE SERVICE, INC.~~

By: _____

Name: Scott D. Packard

Title: Chairman & CEO

~~SUSTAINABLE ENVIRONMENTAL~~

~~CONSULTANTS, LLC~~

By: _____

Name: Jonathan Hicks

Title: VP & CFO

above. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written

GRANTORS:

WRIGHT SERVICE CORP.

By: _____
Name: Scott D. Packard
Title: Chairman, President & CEO

**CN UTILITY CONSULTING, INC.
TERRA SPECTRUM TECHNOLOGIES, INC.
WRIGHT OUTDOOR SOLUTIONS, INC.**

By: _____
Name: Scott D. Packard
Title: CEO

WRIGHT TREE SERVICE, INC.

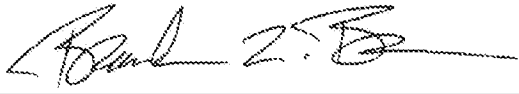
By: _____
Name: Scott D. Packard
Title: Chairman & CEO

**SUSTAINABLE ENVIRONMENTAL
CONSULTANTS, LLC**

By:  _____
Name: Jonathan Hicks
Title: VP & CFO

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Brandon Brauer

Title: Authorized Officer

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Application No.	Registration No.	Country
Wright Service Corp.	Wright Service Corp. (stylized)	88813987	N/A	U.S.
Wright Service Corp.	Wright Service Corp.	88812831	N/A	U.S.
Wright Tree Service, Inc.	Wright (and design)	88812336	N/A	U.S.
Wright Tree Service, Inc.	Wright Tree Service	88812319	N/A	U.S.
Wright Outdoor Solutions, Inc.	Verdure Elements	88812769	N/A	U.S.
Wright Outdoor Solutions, Inc.	Verdure Elements (and design)	88812733	N/A	U.S.
Wright Outdoor Solutions, Inc.	Wright Outdoor Solutions	88812286	N/A	U.S.
Wright Outdoor Solutions, Inc.	Wright Outdoor Solutions (and design)	88812255	N/A	U.S.
Terra Spectrum Technologies, Inc.	VMSUITE	88577115	6073180	U.S.
Terra Spectrum Technologies, Inc.	FIELDNOTE	88113718	5730241	U.S.
Terra Spectrum Technologies, Inc.	REALTIMEVM	86461137	4916867	U.S.
Terra Spectrum Technologies, Inc.	PLANNERVM	86461133	4916866	U.S.
Terra Spectrum Technologies, Inc.	INSIGHTVM	85637073	4295054	U.S.
Sustainable Environmental Consultants, LLC	SUSTAINABLE ENVIRONMENTAL CONSULTANTS	88814001	N/A	U.S.
Sustainable Environmental Consultants, LLC	SUSTAINABLE ENVIRONMENTAL CONSULTANTS POWERED BY ECOPRACTICESCO (and design)	88813994	N/A	U.S.
Sustainable Environmental Consultants, LLC	ECOPRACTICES	87340645	5268176	U.S.

Sustainable Environmental Consultants, LLC	ECOTAG	86824811	5214758	U.S.
CN Utility Consulting, Inc.	CNUC	88812692	N/A	U.S.
CN Utility Consulting, Inc.	CNUC (and design)	88812635	N/A	U.S.