

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROUND PENETRATING RADAR SYSTEMS, LLC		03/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5689296	SUBSURFACE INVESTIGATION METHODOLOGY SIM	
Registration Number:	5673694	SRIMAGING	
Registration Number:	5484975	GPRS	
Registration Number:	5430283	SUBSURFACE SCANNING SOLUTIONS	
Registration Number:	5199406	THE FIRST STEP TO A SMARTER JOB SITE	
Registration Number:	5199410	BECAUSE WHAT'S UNDERNEATH MATTERS	
Registration Number:	4662376	ENCOMPASS INSPECTIONS	
Registration Number:	4383242	MASTER LOCATORS	
Registration Number:	4124161	THE NEW WAY TO X-RAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 5689296

ATTORNEY DOCKET NUMBER:	1340596 TM
NAME OF SUBMITTER:	Alexis Lupica
SIGNATURE:	/Alexis Lupica/
DATE SIGNED:	03/15/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 10, 2021, by and among **GROUND PENETRATING RADAR SYSTEMS, LLC** (“Grantor”) and **ALTER DOMUS (US) LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of March 10, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “Second Lien Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is 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 (as defined in the Second Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien 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 Second Lien Security Agreement, and Grantor hereby acknowledges and affirms that 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 Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

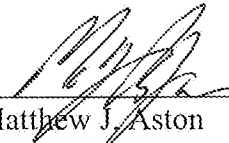
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENTT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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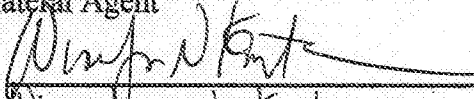
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

**GROUND PENETRATING RADAR
SYSTEMS, LLC, as Borrower**

By: 
Name: Matthew J. Aston
Title: President, Secretary and Treasurer

Accepted and Agreed:



ALTER DOMUS (US) LLC,
as Collateral Agent

By: 

Name: Dimitrios N. Kantaris
Title: Duly Authorized Signatory

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
<p>SUBSURFACE INVESTIGATION METHODOLOGY SIM & Design</p> 	87941632	5689296	GROUND PENETRATING RADAR SYSTEMS, LLC
<p>SRIMAGING & Design</p> 	87929690	5673694	GROUND PENETRATING RADAR SYSTEMS, LLC
GPRS	87642023	5484975	GROUND PENETRATING RADAR SYSTEMS, LLC
SUBSURFACE SCANNING SOLUTIONS	87615751	5430283	GROUND PENETRATING RADAR SYSTEMS, LLC
THE FIRST STEP TO A SMARTER JOB SITE	87189734	5199406	GROUND PENETRATING RADAR SYSTEMS, LLC
<p>Because What's Underneath Matters</p> <p>BECAUSE WHAT'S UNDERNEATH MATTERS</p>	87189815	5199410	MASTER LOCATORS INC.

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
ENCOMPASS INSPECTIONS	86217641	4662376	GROUND PENETRATING RADAR SYSTEMS, LLC
MASTER LOCATORS	85788147	4383242	GROUND PENETRATING RADAR SYSTEMS, LLC
THE NEW WAY TO X-RAY	85247956	4124161	GROUND PENETRATING RADAR SYSTEMS, LLC