

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONTRACT LAND STAFF, LLC		07/02/2021	Limited Liability Company: DELAWARE
TIERRA RIGHT OF WAY SERVICES, LTD.		07/02/2021	Limited Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ADAMS STREET CREDIT ADVISORS LP		
<b>Street Address:</b>	One North Wacker Drive, Suite 2700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3855125	VIRTUAL RIGHT OF WAY DEPARTMENT	
<b>Registration Number:</b>	3789364	CLSLINK	
<b>Registration Number:</b>	3789365	VROW	
<b>Registration Number:</b>	3948373	CLSLINK GIS	
<b>Registration Number:</b>	3888261	VIRTUAL RIGHT OF WAY	
<b>Registration Number:</b>	3918632	CONTRACT LAND STAFF	
<b>Registration Number:</b>	3909946	CLS	
<b>Registration Number:</b>	4061237	CLS COMPASS	
<b>Registration Number:</b>	4119762	VIRTUAL RIGHT OF WAY	
<b>Registration Number:</b>	5370445	ROW/PLMP	
<b>Registration Number:</b>	2689768	TIERRA RIGHT OF WAY SERVICES, LTD.	
<b>Registration Number:</b>	3418900	LANDSOFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	12123186532		

CH \$315.00 3855125

**Email:** phillipchang@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Paul Hastings LLP  
**Address Line 4:** New York, NEW YORK 10166

**NAME OF SUBMITTER:** ALANA M Gramer

**SIGNATURE:** /s/ Alana Gramer

**DATE SIGNED:** 08/02/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2021 is made by **CONTRACT LAND STAFF, LLC**, a Delaware limited liability company, and **TIERRA RIGHT OF WAY SERVICES, LTD.**, an Arizona corporation (each, a “Grantor”), in favor of **ADAMS STREET CREDIT ADVISORS LP**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the Swing Line Lender, the L/C Issuer (each as defined in the Credit Agreement referred to below), itself as a Lender, and the other Credit Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 2, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) among CLS Management Services, Inc., a Delaware corporation (“CLS Management”) and together with any co-Borrower added to the Credit Agreement pursuant to Section 6.13(d) thereof, the “Borrowers” and each individually, a “Borrower”), CLS Holdings II Corp., a Delaware corporation (“Holdings”), each Lender from time to time party thereto and the Administrative Agent, the Lenders, the Swing Line Lender and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 2, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swing Line Lender the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders, the Swing Line Lender and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

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

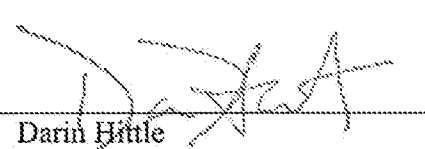
Very truly yours,

**CONTRACT LAND STAFF, LLC, as  
Grantor**

By: \_\_\_\_\_

Name: Darin Hittle

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Darin Hittle', is written over a horizontal line. The signature is stylized and somewhat cursive.

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007373 FRAME: 0867**

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

Very truly yours,

**TIERRA RIGHT OF WAY SERVICES,  
LTD., as Grantor**

By: \_\_\_\_\_

  
Name: Darin Hittle

Title: Chief Executive Officer

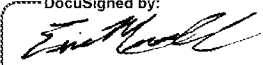
[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007373 FRAME: 0868**

ACCEPTED AND AGREED  
as of the date first above written:

**ADAMS STREET CREDIT ADVISORS  
LP,**  
as Administrative Agent

By: Adams Street Credit Advisors GP LLC,  
its general partner  
By: Adams Street Partners, LLC, its member

DocuSigned by:  
  
By: \_\_\_\_\_  
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Name: Eric R. Mansell  
Title: Executive Vice President

**Schedule 1**  
**Trademarks**

<b>Trademark</b>	<b>Filed</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Jurisdiction</b>	<b>Grantor</b>
VIRTUAL RIGHT OF WAY DEPARTMENT	3/23/2009	77697224	3855125	9/28/2010	United States	Contract Land Staff, LLC
CLSLINK	3/23/2009	77697229	3789364	5/18/2010	United States	Contract Land Staff, LLC
VROW	3/23/2009	77697234	3789365	5/18/2010	United States	Contract Land Staff, LLC
CLSLINK GIS	4/29/2009	77724957	3948373	4/19/2011	United States	Contract Land Staff, LLC
VIRTUAL RIGHT OF WAY	12/14/2009	77893287	3888261	12/7/2010	United States	Contract Land Staff, LLC
CONTRACT LAND STAFF	12/14/2009	77893285	3918632	2/15/2011	United States	Contract Land Staff, LLC
CLS	12/14/2009	77893284	3909946	1/25/2011	United States	Contract Land Staff, LLC
CLS COMPASS	9/7/2010	85123771	4061237	11/22/2011	United States	Contract Land Staff, LLC
VIRTUAL RIGHT OF WAY	11/8/2010	85171569	4119762	3/27/2012	United States	Contract Land Staff, LLC
ROW/PLMP	5/1/2015	86616725	5370445	1/2/2018	United States	Contract Land Staff, LLC
TIERRA RIGHT OF WAY SERVICES, LTD.	7/6/2000	76082620	2689768	2/25/2003	United States	Tierra Right of Way Services, Ltd.



LANDSOFT	3/2/2006	76656083	3418900	4/29/2008	United States	Tierra Right of Way Services, Ltd.
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**RECORDED: 08/02/2021**

**TRADEMARK  
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