

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CertifiedSafety, LLC		11/16/2022	Limited Liability Company: TEXAS
Calculated Controls, LLC		11/16/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5114323	CALCULATED CONTROLS THE OWNER'S ADVOCATE	
Registration Number:	4546786	CERTIFIED SAFETY	
Registration Number:	4546785	CERTIFIEDSAFETY	
Registration Number:	4514179	BRIDGING THE GAP BETWEEN SAFETY AND PROD	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	TEX183.55001		
NAME OF SUBMITTER:	Shannon Spainhour		
SIGNATURE:	/Shannon Spainhour/		

OP \$115.00 5114323

DATE SIGNED:	11/17/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this November 16, 2022, by and among **CERTIFIEDSAFETY, LLC**, a Texas limited liability company ("CertifiedSafety"), **CALCULATED CONTROLS, LLC**, a Texas limited liability company ("Calculated"; and together with CertifiedSafety, collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **TEXAS CAPITAL BANK**, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, extended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, as Borrowers, **SPEARHEAD FINANCE MERGER SUB, LLC**, a Delaware limited liability company (including its permitted successors, which on the date hereof shall be merged with, and into, Onpoint (as defined below) with Onpoint being the surviving entity), as a Borrower, **ONPOINT INDUSTRIAL SERVICES, LLC**, a Delaware limited liability company ("Onpoint"), as a Borrower, **CLIFTON PLANNING, LLC**, a Texas limited liability company, as a Borrower, **ONPOINT PARENT HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), as a Guarantor, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Loan Parties party thereto shall have executed and delivered to Administrative Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, on behalf of and for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Article I of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Each Grantor hereby pledges, assigns and grants to Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (i) all of its Trademarks including those referred to on Schedule I;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all products and proceeds (as such terms are defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark, including the right to receive any damages, (B) injury to the goodwill associated with any Trademark, or (C) rights to receive license fees, royalties, and other compensation with respect to Trademarks.

(b) Notwithstanding anything in Section 2(a), no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.

(a) CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

(b) CONSENT TO JURISDICTION EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY PARTY AGAINST ANY OTHER PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK.

(c) WAIVER OF JURY TRIAL EACH GRANTOR, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGE FOLLOWS]


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

GRANTORS:

CERTIFIEDSAFETY, LLC

By: 
Name: Brian Bourque
Title: Chief Financial Officer

CALCULATED CONTROLS, LLC

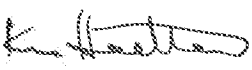
By: 
Name: Brian Bourque
Title: Chief Financial Officer

[Signature Pages Continue]

ACCEPTED AND ACKNOWLEDGED:

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK

By: 

Name: Kim Heathcott

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Grantor/Owner	Registration Number	Registration Date
CALCULATED CONTROLS THE OWNER'S ADVOCATE FOR PROJECT CONTROLS	CALCULATED CONTROLS, LLC	5114323	01/03/2017
CERTIFIED SAFETY and Design	CertifiedSafety, LLC	4546786	06/10/2014
CERTIFIEDSAFETY	CertifiedSafety, LLC	4546785	06/10/2014
BRIDGING THE GAP BETWEEN SAFETY AND PRODUCTIVITY	CertifiedSafety, LLC	4514179	04/15/2014