

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM779259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salas O'Brien, Inc.		01/05/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3501052	GES	
Registration Number:	3493416	EXPECT A DIFFERENCE	
Registration Number:	4331476	COMMON SENSE COMMISSIONING	
Registration Number:	6778172	SALAS O'BRIEN EXPECT A DIFFERENCE	
Registration Number:	6778173	SALAS O'BRIEN EXPECT A DIFFERENCE	
Registration Number:	6778171	SALAS O'BRIEN	
Registration Number:	3498176	GLOBAL ENGINEERING SOLUTIONS	
Registration Number:	3371316	FOCUSED ON PERFORMANCE	
Registration Number:	4730352	IDIBRI	
Registration Number:	4842135	ID!BRI !!!	
Registration Number:	4842136	!!!	
Registration Number:	4842137	ID!BRI !!!	
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:	212-728-8000		
Email:	ipdept@willkie.com		

CH \$315.00 3501052

Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180.00083
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NAME OF SUBMITTER:	Spencer Simon
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SIGNATURE:	/Spencer Simon/
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DATE SIGNED:	01/09/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of January 5, 2023, among Salas O’Brien, Inc., a California corporation (the “Borrower”) and the other entities listed on the signature pages hereof as Grantors (each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of January 5, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among the Borrower, SOH Holdings, Inc., a Delaware corporation (“Holdings”, each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of January 5, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the other Loan Parties from time to time party thereto, the lenders from time to time parties thereto (the “Lenders”), and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or any similar offices in any State, province or territory of the United States, Canada or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed and accepted, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act),

and all renewals thereof, including the United States trademark registrations and registration applications listed on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Release of Security Interest.* Upon the date on which all of the Secured Obligations have been Paid in Full in cash, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents, and take all other actions reasonably requested by the Grantor, as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and to record such release in the United States Patent and Trademark Office.

SECTION 5. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Counterparts.* This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

SALAS O'BRIEN, INC., as a Grantor

By: Darin Anderson

Name: Darin Anderson

Title: Chief Executive Officer

GLOBAL ENGINEERING SOLUTIONS, INC., as a Grantor

By: Darin Anderson

Name: Darin Anderson

Title: President

BVH INTEGRATED SERVICES, INC., as a Grantor

By: Darin Anderson

Name: Darin Anderson

Title: Chief Executive Officer

IDIBRI, INC., as a Grantor

By: Darin Anderson

Name: Darin Anderson

Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: Pedro A. Isusquiza
Name: Pedro A. Isusquiza
Title: Authorized Officer

SCHEDULE I**US Trademark Applications and Registrations**

Mark	Owner	Application or Registration Number	Application or Registration Date	Granting Jurisdiction
GES (Stylized/Design)	GLOBAL ENGINEERING SOLUTIONS, INC.	3501052	September 16, 2008	US
expect a difference	SALAS O'BRIEN, INC.	3493416	August 26, 2008	US
Common Sense Commissioning	SALAS O'BRIEN, INC.	4331476	May 7, 2013	US
SALAS O'BRIEN EXPECT A DIFFERENCE	SALAS O'BRIEN, INC.	6778172	July 5, 2022	US
SALAS O'BRIEN EXPECT A DIFFERENCE	SALAS O'BRIEN, INC.	6778173	July 5, 2022	US
SALAS O'BRIEN	SALAS O'BRIEN, INC.	6778171	July 5, 2022	US
SALAS O'BRIEN (ITU)	SALAS O'BRIEN, INC.	97449029	June 8, 2022	US
SALAS O'BRIEN (ITU)	SALAS O'BRIEN, INC.	97449050	June 8, 2022	US
ENGINEERED FOR IMPACT (ITU)	SALAS O'BRIEN, INC.	97350190	April 6, 2022	US

Mark	Owner	Application or Registration Number	Application or Registration Date	Granting Jurisdiction
GLOBAL ENGINEERING SOLUTIONS	GLOBAL ENGINEERING SOLUTIONS, INC.	3498176	September 9, 2008	US
FOCUSED ON PERFORMANCE	BVH INTEGRATED SERVICES, INC.	3371316	January 22, 2008	US
IDIBRI	IDIBRI, INC.	4730352	May 5, 2015	US
ID!BRI !!	IDIBRI, INC.	4842135	October 27, 2015	US
!!	IDIBRI, INC.	4842136	October 27, 2015	US
ID!BRI !!	IDIBRI, INC.	4842137	October 27, 2015	US

Canadian Trademark Applications and Registrations

Mark	Owner	Application or Registration Number	Application or Registration Date	Granting Jurisdiction
expect a difference	SALAS O'BRIEN, INC.	2081209	February 1, 2021	Canada
Salas O'Brien	Salas O'Brien, Inc.	2081211	February 1, 2021	Canada
Salas O'Brien	Salas O'Brien, Inc.	2190424	June 8, 2022	Canada

Mark	Owner	Application or Registration Number	Application or Registration Date	Granting Jurisdiction
Salas O'Brien	Salas O'Brien, Inc.	2190423	June 8, 2022	Canada
ENGINEERED FOR IMPACT (ITU)	Salas O'Brien, Inc.	2178536	April 11, 2022	Canada
SUN Design	Salas O'Brien, Inc.	2081206	February 1, 2021	Canada