

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kleinfelder, Inc.		09/18/2023	Corporation: CALIFORNIA
Century Engineering, LLC		09/18/2023	Limited Liability Company: DELAWARE
Doucet & Associates, Inc.		09/18/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, Chicago Branch, as Administrative Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6704331	IFM WATER CYCLE TECHNOLOGIES	
Registration Number:	6704332	IFM WATER CYCLE TECHNOLOGIES REFINE RECL	
Registration Number:	5725510	SMARTSWM	
Serial Number:	97916600		
Serial Number:	97916683	DOUCET	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	39092.00094		
NAME OF SUBMITTER:	Javier J. Ramos		

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SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/22/2023
Total Attachments: 6 source=4. Project Torrey - IP Security Agreement [Executed]#page1.tif source=4. Project Torrey - IP Security Agreement [Executed]#page2.tif source=4. Project Torrey - IP Security Agreement [Executed]#page3.tif source=4. Project Torrey - IP Security Agreement [Executed]#page4.tif source=4. Project Torrey - IP Security Agreement [Executed]#page5.tif source=4. Project Torrey - IP Security Agreement [Executed]#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 18, 2023 (this "Agreement"), by Kleinfelder, Inc., a California corporation, Century Engineering, LLC, a Delaware limited liability company, and Doucet & Associates, Inc., a Texas corporation (each, a "Grantor"), in favor of Bank of Montreal, Chicago Branch, as Administrative Agent.

Reference is made to that certain Pledge and Security Agreement, dated as of September 18, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders and the Issuing Banks have extended credit to the Borrowers subject to the terms and conditions set forth in that certain Credit Agreement, dated as of September 18, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Kleinfelder Group Holdings LLC, Kleinfelder Intermediate LLC, the Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference). Sections 1.03, 1.06 and 1.07 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its rights, title and interests in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, and regardless of where located (collectively, the "IP Collateral"):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all Copyrights and all exclusive Copyright Licenses granting such Grantor an exclusive license under any United States Copyright registrations (the "Exclusive Copyright Licenses"), including the Copyright registrations and pending applications for registration in the United States Copyright Office and the Exclusive Copyright Licenses listed on Schedule III hereto; and

(d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. *GOVERNING LAW.* THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. *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 counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form (including deliveries by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

[Signature Pages Follow]

[Signature Page to the Intellectual Property Security Agreement]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**KLEINFELDER, INC.
CENTURY ENGINEERING, LLC
DOUCET & ASSOCIATES, INC.**

By: Louis J. Armstrong
Name: Louis Armstrong
Title: President and Chief Executive Officer

[Signature Page to the Intellectual Property Security Agreement]

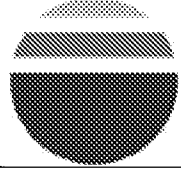
**TRADEMARK
REEL: 008207 FRAME: 0908**

SCHEDULE I

TRADEMARK REGISTRATIONS

Registered Owner	Registration Number	Registration Date	Trademark
Kleinfelder, Inc.	RN: 6704331 SN: 90593520	4/19/2022	IFM WATER CYCLE TECHNOLOGIES and Design 
Kleinfelder, Inc.	RN: 6704332 SN: 90593524	4/19/2022	IFM WATER CYCLE TECHNOLOGIES REFINE RECLAIM REGENERATE REUSE and Design 
Century Engineering, LLC	RN: 5725510 SN: 88035540	4/16/2019	SMARTSWM AND DESIGN 

TRADEMARK APPLICATIONS

Applicant	Application Number	Application Date	Trademark
Doucet & Associates, Inc.	SN: 97916600	5/02/2023	
Doucet & Associates, Inc.	SN: 97916683	5/02/2023	DOUCET

SCHEDULE II

ISSUED PATENTS

Registered Owner	Patent Number	Registration Date	Description
Century Engineering, LLC	U.S. Patent No. 10640964	5/5/2020	Multi-operational mode, method and system for operating a stormwater management (SWM) facility
Kleinfelder, Inc.	U.S. Patent No. 11,129,377	2021-09-28	Avian nest deterrent system

SCHEDULE III

COPYRIGHT REGISTRATIONS

Registered Owner	Registration Number	Registration Date	Copyright
Kleinfelder, Inc.	TX0002248070	2/02/1988	ENVIS / author, Steve Bailey
Kleinfelder, Inc. (f/k/a Poggemeyer Design Group, Inc.)	VAu001106903	12/15/2020	Alabama Shooting Complex Conceptual Master Plan