

09/12/2013
700510205

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

KMT Robotic Solutions, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) August 31, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Commercial Finance LLC, as Agent

Internal Address: _____

Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA

Zip: 10036

- Association
- General Partnership
- Limited Partnership
- Corporation

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd

City: Albany

State: NY

Zip: 12205

Phone Number: _____

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 540-

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1868
Expiration Date 6-15

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

September 11, 2013

Date

Leslie Kirner
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark recordation sheet- page 2

CONTINUATION OF THE INFORMATION IN ITEM 1

**KMT WATERJET SYSTEMS, INC.
Delaware Corporation**

**H2O JET, INC.
Washington Corporation**

SCHEDULE A

Schedule A to a Grant of Security Interest in United States Trademarks dated August 31, 2013, by and between Grantors and Ally Commercial Finance LLC, as Agent.

Applicant Name	Trade Name	Application Date	Registration Date	Registered Number	Country
KMT Robotic Solutions, Inc.	ACCUFIND	11/21/2005	04/03/2007	3,225,994	U.S.A.
KMT Robotic Solutions, Inc.	ACCCUTRIM	11/2/2005	10/17/2006	3,157,858	U.S.A.
KMT Robotic Solutions, Inc.	CAMPRO	7/5/2007	05/27/2008	3,437,428	U.S.A.
KMT Robotic Solutions, Inc.	JETTOOL	6/13/1996	05/13/1997	2,061,356	U.S.A.
KMT Robotic Solutions, Inc.	JETVAC	8/14/2004	01/31/2006	3,053,736	U.S.A.
KMT Robotic Solutions, Inc.	KMT ROBOTIC SOLUTIONS	4/9/2008	02/17/2009	3,575,247	U.S.A.
KMT Robotic Solutions, Inc.	KMT ROBOTIC SOLUTIONS DIRECTJET	4/12/2010	11/22/2011	4,060,837	U.S.A.
KMT Robotic Solutions, Inc.	ROBOTIC PRODUCTION TECHNOLOGY	8/11/2006	10/16/2007	3,312,570	U.S.A.
KMT Robotic Solutions, Inc.	ROBOTRIM	5/8/1997	10/17/2000	2,396,148	U.S.A.
KMT	ROUTERVAC	10/10/2011	07/17/2012	4,174,519	U.S.A.

Schedule A - 1

214516/171-4333675.5

TRADEMARK
REEL: 005118 FRAME: 0823

Trade Party Name	Trade Name	Application Date	Registration Date	Registered Number Serials	Country
Robotic Solutions, Inc.					
KMT Robotic Solutions, Inc.	ROUTERWARE	8/20/1998	01/22/2002	2,532,447	U.S.A.
KMT Robotic Solutions, Inc.	RPT	6/17/1996	08/25/1998	2,183,308	U.S.A.
KMT Robotic Solutions, Inc.	TRIMPRO	4/4/2005	11/21/2006	3,175,338	U.S.A.
KMT Waterjet Systems, Inc	KMT WATERJET SYSTEMS	6/22/2004	1/24/2006	3049121	U.S.A.
KMT Waterjet Systems, Inc	STREAMLINE	4/27/1987	12/15/1987	1468814	U.S.A.
H2O Jet	ADVANTAGE	2/23/2010	1/18/2011	3906710	U.S.A.
KMT Aqua- Dyne, Inc	BLASTMAX	10/14/2008	6/15/2010	3804018	U.S.A.
KMT Waterjet Systems, Inc	H2O JET and design	12/10/2009	9/6/2011	4021048	U.S.A.
KMT Waterjet Systems, Inc	HYPERTUBE PRO	1/29/2009	8/31/2010	3842418	U.S.A.
KMT Waterjet Systems, Inc	NEOLINE	5/12/2011	8/21/2012	4195641	U.S.A.
KMT Waterjet Systems, Inc	STREAMLINE PRO	1/29/2009	8/4/2009	3663563	U.S.A.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

WHEREAS, the undersigned grantors (each a "Grantor" and collectively "Grantors") have adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantors and certain of its affiliates are obligated to Ally Commercial Finance LLC ("Ally CF") and various other financial institutions (collectively, "Lenders") and Ally CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of August 30, 2013, among Agent, Lenders, Grantors and certain other Loan Parties named therein (the "Loan Agreement") and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantors and certain other Loan Parties named therein in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantors are granting to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in Grantors' Marks, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby grant, which grant is and shall be deemed to be one and the same grant as the grant set forth in the Agreements, to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in and to Grantors' Marks, together with the goodwill of the business symbolized by such Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof; provided that no security interest is granted hereunder in any of the items excluded from the definition of "Collateral" contained in the Loan Agreement as set forth in Section 2.7(A) of the Loan Agreement.

Dated: New York, New York
August 31, 2013


[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Grantors expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Date: August 31, 2013

GRANTORS:

KMT ROBOTIC SOLUTIONS, INC.

By: 
Name: Bruce Potts
Title: President

KMT WATERJET SYSTEMS, INC.

By: _____
Name: Kevin McManus
Title: President

H2O JET, INC.

By: _____
Name: Hal Arnold
Title: President

[Signature Page to Grant of Security Interest in United States Trademarks]

Grantors expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

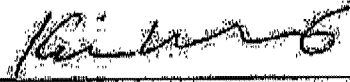
Date: August 31, 2013

GRANTORS:

KMT ROBOTIC SOLUTIONS, INC.

By: _____
Name: Bruce Potts
Title: President

KMT WATERJET SYSTEMS, INC.

By:  _____
Name: Kevin McManus
Title: President

H2O JET, INC.

By: _____
Name: Hal Arnold
Title: President

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 005118 FRAME: 0827

Grantors expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Date: August 31, 2013

GRANTORS:


KMT ROBOTIC SOLUTIONS, INC.

By: _____
Name: Bruce Potts
Title: President

KMT WATERJET SYSTEMS, INC.

By: _____
Name: Kevin McManus
Title: President

H2O JET, INC.

By: 
Name: Hal Arnold
Title: President

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 005118 FRAME: 0828

KMT AQUA-DYNE, INC.



By: _____

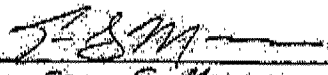
Name: Kevin McManus

Title: President

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 005118 FRAME: 0829

ALLY COMMERCIAL FINANCE LLC,
as Agent

By: 
Name: ERIC S. MILLER
Title: MANAGING DIRECTOR

[Signature Page to Grant of Security Interest in United States Trademarks]