

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KMT Waterjet Systems, Inc.		01/31/2014	CORPORATION: DELAWARE
KMT Aqua-Dyne, Inc.		01/31/2014	CORPORATION: TEXAS
H2O Jet, Inc.		01/31/2014	CORPORATION: WASHINGTON
KMT Robotic Solutions, Inc.		01/31/2014	CORPORATION: MICHIGAN
Flow International Corporation		01/31/2014	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 S. 6th Street
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	3225994	ACCUFIND
Registration Number:	3157858	ACCUTRIM
Registration Number:	3437428	CAMPRO
Registration Number:	2061356	JETTOOL
Registration Number:	3053736	JETVAC
Registration Number:	3575247	KMT ROBOTIC SOLUTIONS
Registration Number:	4060837	KMT ROBOTIC SOLUTIONS DIRECTJET
Registration Number:	3312570	ROBOTIC PRODUCTION TECHNOLOGY
Registration Number:	2396148	ROBOTRIM
Registration Number:	4174519	ROUTERVAC
Registration Number:	2532447	ROUTERWARE

CH \$1265.00 3225994

Registration Number:	2183308	RPT
Registration Number:	3175338	TRIMPRO
Registration Number:	3049121	KMT WATERJET SYSTEMS
Registration Number:	1468814	STREAMLINE
Registration Number:	3906710	ADVANTAGE
Registration Number:	3804018	BLASTMAX
Registration Number:	4021048	H2O JET
Registration Number:	3842418	HYPERTUBE PRO
Registration Number:	4195641	NEOLINE
Registration Number:	3663563	STREAMLINE PRO
Registration Number:	3021638	ACTIVE TOLERANCE CONTROL
Registration Number:	1964361	COUGAR
Registration Number:	2375714	DECKHOG
Registration Number:	2910423	DURAFLOW
Registration Number:	2785072	DYNAMIC WATERJET
Registration Number:	2290982	ESL
Registration Number:	3435099	FLOW
Registration Number:	3435436	FLOW
Registration Number:	3452750	FLOW
Registration Number:	3452751	FLOW
Registration Number:	2686853	
Registration Number:	3677608	FLOWCONNEX
Registration Number:	2066948	FLOWCUT
Registration Number:	3758220	FLOWJET
Registration Number:	2066949	FLOWMASTER
Registration Number:	2188188	FLOWNEST
Registration Number:	2066957	FLOWPATH
Registration Number:	2263943	HORNET
Registration Number:	2246964	HORNET
Registration Number:	1962160	HUSKY
Registration Number:	2898074	HYPERJET
Registration Number:	2972743	HYPLEX
Registration Number:	1891944	PASER
Registration Number:	3433112	POWERED BY FLOW
Registration Number:	3433111	POWERED BY FLOW

	85940093	SIDEFIRE
Registration Number:	3709063	WATERJET CONNECT
Registration Number:	3433166	WATERJETPRO
Registration Number:	4141187	XD

CORRESPONDENCE DATA

Fax Number: 6172359493
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-951-7041
Email: trademarks@ropesgray.com
Correspondent Name: Frank J. Manley, Ropes & Gray LLP
Address Line 1: 800 Boylston Street
Address Line 2: Prudential Tower
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	109764-0011-003
NAME OF SUBMITTER:	Frank J. Manley
Signature:	/Frank J. Manley/
Date:	02/03/2014

Total Attachments: 8
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of January 31, 2014, by each of the undersigned (collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of January 31, 2014 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Notes Security Agreement”), among WATERJET HOLDINGS, INC., a Delaware corporation, THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

WHEREAS, each Grantor is required to execute and deliver to the Notes Collateral Agent this Trademark Security Agreement for the benefit of the Notes Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Notes Security Agreement 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 capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Notes Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent and its successors and assigns, for the benefit of the Notes Secured Parties, a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. **NOTES SECURITY AGREEMENT.** The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Notes Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement

conflicts with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Notes Security Agreement.

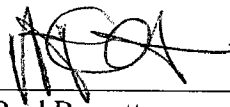
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Wilmington Trust, National Association, as Notes Collateral Agent, pursuant to this Trademark Security Agreement and the Notes Security Agreement in any Collateral, and the exercise of any right or remedy by Wilmington Trust, National Association, as Notes Collateral Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the ABL Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each 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.

KMT WATERJET SYSTEMS, INC.
KMT AQUA-DYNE, INC.
H2OJET, INC.
KMT ROBOTIC SOLUTIONS, INC.
FLOW INTERNATIONAL CORPORATION

By: 
Name: Paul Bamatter
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: _____
Name:
Title:

[Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005206 FRAME: 0852

IN WITNESS WHEREOF, each 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.

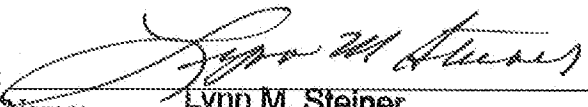
KMT WATERJET SYSTEMS, INC.
KMT AQUA-DYNE, INC.
H2OJET, INC.
KMT ROBOTIC SOLUTIONS, INC.
FLOW INTERNATIONAL CORPORATION

By: _____

Name: Paul Bamatter
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Lynn M. Steiner
Title: Vice President

[Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005206 FRAME: 0853

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

Company Name	Title	Application Number and Date	Registration Number and Date	Country
KMT Robotic Solutions, Inc.	ACCUFIND	11/21/2005	04/03/2007 3,225,994	U.S.
KMT Robotic Solutions, Inc.	ACCCUTRIM	11/2/2005	10/17/2006 3,157,858	U.S.
KMT Robotic Solutions, Inc.	CAMPRO	7/5/2007	05/27/2008 3,437,428	U.S.
KMT Robotic Solutions, Inc.	JETTOOL	6/13/1996	05/13/1997 2,061,356	U.S.
KMT Robotic Solutions, Inc.	JETVAC	8/14/2004	01/31/2006 3,053,736	U.S.
KMT Robotic Solutions, Inc.	KMT ROBOTIC SOLUTIONS	4/9/2008	02/17/2009 3,575,247	U.S.
KMT Robotic Solutions, Inc.	KMT ROBOTIC SOLUTIONS DIRECTJET	4/12/2010	11/22/2011 4,060,837	U.S.
KMT Robotic Solutions, Inc.	ROBOTIC PRODUCTION TECHNOLOGY	8/11/2006	10/16/2007 3,312,570	U.S.
KMT Robotic Solutions, Inc.	ROBOTRIM	5/8/1997	10/17/2000 2,396,148	U.S.
KMT Robotic Solutions, Inc.	ROUTERVAC	10/10/2011	07/17/2012 4,174,519	U.S.
KMT Robotic Solutions, Inc.	ROUTERWARE	8/20/1998	01/22/2002 2,532,447	U.S.
KMT Robotic Solutions, Inc.	RPT	6/17/1996	08/25/1998 2,183,308	U.S.
KMT Robotic Solutions, Inc.	TRIMPRO	4/4/2005	11/21/2006 3,175,338	U.S.
KMT Waterjet Systems, Inc.	KMT WATERJET SYSTEMS	6/22/2004	1/24/2006 3049121	U.S.
KMT Waterjet Systems, Inc.	STREAMLINE	4/27/1987	12/15/1987 1468814	U.S.

Company Name	Title	Application Number and Date	Registration Number and Date	Country
H2O Jet, Inc.	ADVANTAGE	2/23/2010	1/18/2011 3906710	U.S.
KMT Aqua-Dyne, Inc.	BLASTMAX	10/14/2008	6/15/2010 3804018	U.S.
KMT Waterjet Systems, Inc.	H2O JET and design	12/10/2009	9/6/2011 4021048	U.S.
KMT Waterjet Systems, Inc.	HYPERTUBE PRO	1/29/2009	8/31/2010 3842418	U.S.
KMT Waterjet Systems, Inc.	NEOLINE	5/12/2011	8/21/2012 4195641	U.S.
KMT Waterjet Systems, Inc.	STREAMLINE PRO	1/29/2009	8/4/2009 3663563	U.S.
Flow International Corporation	ACTIVE TOLERANCE CONTROL	07/29/2002	3021638 11/29/2005	U.S.
Flow International Corporation	COUGAR	06/02/1992	1964361 03/26/1996	U.S.
Flow International Corporation	DECK HOG	10/28/1997	2375714 08/08/2000	U.S.
Flow International Corporation	DURAFLOW	04/01/2003	2910423 12/14/2004	U.S.
Flow International Corporation	DYNAMIC WATERJET	07/29/2002	2785072 11/18/2003	U.S.
Flow International Corporation	ESL	06/01/1998	2290982 11/09/1999	U.S.
Flow International Corporation	FLOW	09/18/2007	3435099 05/27/2008	U.S.
Flow International Corporation	FLOW	09/24/2007	3435436 05/27/2008	U.S.
Flow International Corporation	FLOW AND DESIGN	09/24/2007	3452750 06/24/2008	U.S.
Flow International Corporation	FLOW AND DESIGN	09/24/2007	3452751 06/24/2008	U.S.

Schedule I-2

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TRADEMARK
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Company Name	Title	Application Number and Date	Registration Number and Date	Country
Flow International Corporation	FLOW WAVE DESIGN	06/12/1998	2686853 02/11/2003	U.S.
Flow International Corporation	FLOWCONNEX	07/03/2008	3677608 09/01/2009	U.S.
Flow International Corporation	FLOWCUT	05/06/1996	2066948 06/03/1997	U.S.
Flow International Corporation	FLOWJET	02/29/2008	3758220 03/09/2010	U.S.
Flow International Corporation	FLOWMASTER	05/06/1996	2066949 06/03/1997	U.S.
Flow International Corporation	FLOWNEST	05/06/1996	2188188 09/08/1998	U.S.
Flow International Corporation	FLOWPATH	05/06/1996	2066957 06/03/1997	U.S.
Flow International Corporation	HORNET	11/21/1996	2263943 07/27/1999	U.S.
Flow International Corporation	HORNET AND DESIGN	11/21/1996	2246964 05/25/1999	U.S.
Flow International Corporation	HUSKY	06/02/1992	1962160 03/12/1996	U.S.
Flow International Corporation	HYPERJET	08/08/2002	2898074 10/26/2004	U.S.
Flow International Corporation	HYPLEX	07/29/2002	2972743 07/19/2005	U.S.
Flow International Corporation	PASER	04/05/1993	1891944 05/02/1995	U.S.
Flow International Corporation	POWERED BY FLOW	04/03/2006	3433112 05/20/2008	U.S.
Flow International Corporation	POWERED BY FLOW and Design	04/03/2006	3433111 05/20/2008	U.S.

Schedule I-3

Company Name	Title	Application Number and Date	Registration Number and Date	Country
Flow International Corporation	SIDEFIRE	85/940093 05/22/2013		U.S.
Flow International Corporation	WATERJETCONNECT	11/17/2006	3709063 11/10/2009	U.S.
Flow International Corporation	WATERJETPRO	04/27/2006	3433166 05/20/2008	U.S.
Flow International Corporation	XD	03/14/2011	4141187 05/15/2012	U.S.

Schedule I-4

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RECORDED: 02/03/2014

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