

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AzimaDLI, LLC		04/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
Azima Holdings, Inc.		04/18/2014	CORPORATION: DELAWARE
Azima, Inc.		04/18/2014	CORPORATION: DELAWARE
Azima Services, Inc.		04/18/2014	CORPORATION: DELAWARE
DLI Engineering Corporation		04/18/2014	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Prides Crossing Capital Funding, L.P.
Street Address:	701 edgewater Drive
Internal Address:	Suite 130
City:	Wakefield
State/Country:	MASSACHUSETTS
Postal Code:	01880
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3480101	ADVANTAGE
Registration Number:	3480100	AUTOWALK
Registration Number:	2052133	DLI WATCHMAN
Registration Number:	2147095	PDM EXPRESS

CORRESPONDENCE DATA

Fax Number: 6177224999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6179736100
Email: jlynch@pbl.com, trademarks@pbl.com
Correspondent Name: Jennifer Lynch
Address Line 1: 800 Boylston Street
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Jennifer Lynch for Gary Smith	TRADEMARK
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SIGNATURE:	/Gary W. Smith/
DATE SIGNED:	04/23/2014
Total Attachments: 11 source=securityagreement#page1.tif source=securityagreement#page2.tif source=securityagreement#page3.tif source=securityagreement#page4.tif source=securityagreement#page5.tif source=securityagreement#page6.tif source=securityagreement#page7.tif source=securityagreement#page8.tif source=securityagreement#page9.tif source=securityagreement#page10.tif source=securityagreement#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 18, 2014 (this "Agreement"), by each of the entities listed on Schedule 1 attached to this Agreement (jointly and severally, the "Debtor") and Prides Crossing Capital Funding, L.P., a Delaware limited partnership located at 701 Edgewater Drive, Suite 130, Wakefield, MA 01880 ("Lender").

RECITALS

A. The Debtor has entered into that certain Note Purchase Agreement dated as of the date hereof (as such may amended, restated, supplemented and/or otherwise modified from time to time, the "Note Agreement") with the Lender, pursuant to which the Lender has agreed to make a loan to the Debtor.

B. The Debtor has entered into an All Asset Security Agreement dated as of the date hereof (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations to the Lender, including without limitation, the obligations under the Note Agreement, are secured.

C. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Lender and its successors and assigns, for its and their benefit, a security interest in substantially all the assets of the Debtor, including all right, title and interest of the Debtor in, to and under all now owned and hereafter acquired Intellectual Property Collateral (as defined below).

In consideration of the mutual agreements set forth herein and in the Note Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties wish to further memorialize the grant to the Lender of a first priority security interest in and to the Intellectual Property.

As security for the Obligations of the Debtor to the Lender and pursuant to the Security Agreement, the Debtor does hereby grant to the Lender and its successor and assigns, for its and their benefit, a continuing first priority security interest in all right, title and interest of the Debtor in, to and under the following, whether presently existing or hereafter created or acquired:

A. Patents.

(1) each patent and patent application, including, without limitation, each patent and application referred to in Schedule 2 annexed hereto, and all inventions or improvements therein, and in and to all letter patents of the U.S. and all foreign countries which may be granted on said inventions, or any divisionals, continuations, reissue or other applications based in whole or in part thereon;

(2) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, and any inventions or improvements later added to said license; and

(3) all products, proceeds and goodwill of, or associated with the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future infringement of any issued or pending patent, including, without limitation, any issued patent or patent application referred to in Schedule 2 annexed hereto, and all inventions or improvements therein and in and to letter patents of the U.S. and all foreign countries which may be granted on said inventions, or any divisionals, continuations, reissue or other applications based in whole or in part hereon, and any patent licensed under any patent license listed on in Schedule 2 annexed hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

B. Trademarks and Service Marks

(1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 3 annexed hereto, together with any and all goodwill associated therewith;

(2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 3 annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in Schedule 3 and any trademark or service mark licensed under any trademark license or service mark license listed on Schedule 3 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

C. Copyrights

(1) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 4 annexed hereto, together with any and all goodwill associated therewith;

(2) each copyright license, including, without limitation, each copyright license listed on Schedule 4 annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 4 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 4 and any copyright licensed under any copyright license listed on Schedule 4 annexed hereto (items 1 through 3 being herein collectively referred to as the "Copyright Collateral" and together with the Patent Collateral and the Trademark Collateral, the "Intellectual Property Collateral").

The security interest granted by this Agreement is in furtherance of (and not in limitation of), and in conjunction with, the security interests granted to the Lender pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Note Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement and the Note Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

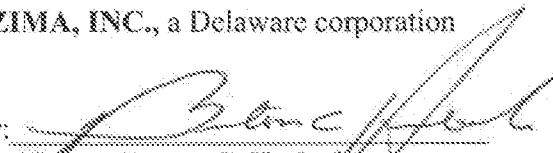
The parties have executed this Security Agreement under seal as of the date first written above.

DEBTOR

AZIMA HOLDINGS, INC., a Delaware corporation

By: 
Name: Burton C. Hurlock
Title: Chief Executive Officer

AZIMA, INC., a Delaware corporation

By: 
Name: Burton C. Hurlock
Title: Chief Executive Officer

AZIMA SERVICES, INC., a Delaware corporation

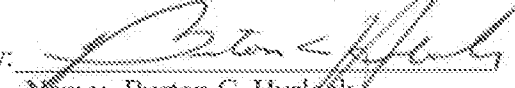
By: 
Name: Burton C. Hurlock
Title: Chief Executive Officer

DLI ENGINEERING CORPORATION, a Washington corporation

By: 
Name: Burton C. Hurlock
Title: Chief Executive Officer

AZIMADLI, LLC, a Delaware limited liability company

By: **Azima Services, Inc.**, its sole member

By: 
Name: Burton C. Hurlock
Title: Chief Executive Officer

LENDER

PRIDES CROSSING CAPITAL FUNDING, L.P., a Delaware limited partnership

By Prides Crossing Capital GP, LLC, its General Partner

By: _____
Name: Peter M. Sherwood
Its: Manager

The parties have executed this Security Agreement under seal as of the date first written above.

DEBTOR

AZIMA HOLDINGS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

AZIMA, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

AZIMA SERVICES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

DLI ENGINEERING CORPORATION, a Washington corporation

By: _____
Name: _____
Title: _____

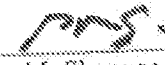
AZIMADLI, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LENDER

PRIDES CROSSING CAPITAL FUNDING, L.P., a Delaware limited partnership

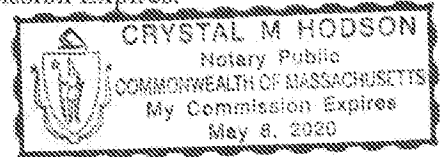
By Prides Crossing Capital GP, LLC, its General Partner

By:  _____
Name: Peter M. Sherwood
Its: Manager

STATE OF MA)
) ss
COUNTY OF Middlesex)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17 day of ~~September~~ ^{April} 2018, personally appeared Burton Huxell, who proved to me through satisfactory evidence of identification, being MA Drivers License (or other state or federal governmental document bearing a photographic image) to be the person whose name is signed on the attached document, and being by me duly sworn, deposes and says that s/he is the CEO of Azima Services, and that said instrument was signed and sealed on behalf of Burton Huxell, and said person acknowledged said instrument to be the free act and deed of said Security Agreement for its stated purpose.

Crystal Hodson
Notary Public
My Commission Expires:



**SCHEDULE 1
LIST OF DEBTOR ENTITIES**

NAME OF COMPANY	JURISDICTION OF ORGANIZATION	PRINCIPAL PLACE OF BUSINESS
1. AzimaDLI, LLC	Delaware	300 Tradecenter Woburn, Massachusetts
2. Azima Holdings, Inc.	Delaware	300 Tradecenter Woburn, Massachusetts
3. Azima, Inc.	Delaware	300 Tradecenter Woburn, Massachusetts
4. Azima Services, Inc.	Delaware	300 Tradecenter Woburn, Massachusetts
5. DLI Engineering Corporation	Washington	1050 Hostmark Street Poulsbo, Washington

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT


Patents, Patent Applications and Patent Licenses

Title	Patent No.	App. Serial No.	Publication No.	App. Date	Issue Date	Owner
Machine Vibration Baseline Synthesizer	8,370,109	12/44519	20090292505	05/18/2009	02/05/2013	Azima Holdings Inc.
Diagnostic Vibration Data Collector and Analyzer	6,484,109	09/311828		05/13/1999	11/19/2002	Azima Holdings Inc.
Portable Vibration Monitoring Device	6,257,066	09/083077		05/21/1998	07/10/2001	Azima Holdings Inc.
Diagnostic Network with Automated Proactive Local Experts	6,298,308	09/477959	20020035244	01/05/2000	10/02/2001	Azima Holdings Inc.

SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS

Mark:	Jurisdiction	App. No.	Reg. No.	Filing Date	Reg. Date	Owner of Record
ADVANTAGE	US	77359986	3480101	December 27, 2007	August 5, 2008	Azima, Inc.
AUTOWALK	US	77359982	3480100	December 27, 2007	August 5, 2008	Azima, Inc.
 DLI Watchman (Stylized)	US	75016139	2052133	November 6, 1995	April 15, 1997	Azima Holdings Inc.
<i>PdM Express</i> PdM Express (Stylized)	US	75137443	2147095	July 22, 1996	03/31/1998	Azima Holdings Inc.
ALERT SOFTWARE					Common Law	
AZIMA	US				Common Law	
AZIMA DLI	US				Common Law	
AZIMA DLI & DESIGN	US				Common Law	
EXPERTALERT	US				Common Law	
RELIABILITY AS A SERVICE	US				Common Law	

SPRITEMAX	US				Common Law	
TRIO	US				Common Law	
TRIO & DESIGN	US				Common Law	
WATCHMAN	US				Common Law	
WATCHMAN INSIGHT	US				Common Law	
WATCHMAN PROFESSIONAL	US				Common Law	
WATCHMAN RELATIBILITY PORTAL	US				Common Law	
WATCHMAN QUICKSTART	US				Common Law	
WATCHMAN RELIABILITY SERVICES	US				Common Law	
WATCHMAN SELECT	US				Common Law	
TRIO & DESIGN	US				Common Law	

Service Marks, Service Mark Applications and Service Mark Licenses

None

SCHEDULE 4
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

None