

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTILX Corporation		03/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Administrative Agent		
Street Address:	7255 Woodmont Ave., Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Delaware statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3278487	CABLECURE	
Registration Number:	1827730	CABLECURE	
Registration Number:	1831785	CABLECURE	
Registration Number:	1760783	CABLECURE	
Registration Number:	3398205	CABLEWISE	
Registration Number:	1484625	FLOWMOLE	
Registration Number:	1739206	UTILX	
Registration Number:	4687245	UTILX	
Registration Number:	4683907	X	
Registration Number:	4691060	MAXIMUM RELIABILITY AT MINIMUM COST	
Registration Number:	4691059	CABLECURE	
Registration Number:	4691015	CABLEWISE	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		

CH \$315.00 3278487

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 43rd Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 33KJ-209135

NAME OF SUBMITTER: Julie Cravitz

SIGNATURE: /julie cravitz/

DATE SIGNED: 03/19/2015

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of March 19, 2015, by **NOVINIUM, Inc.**, a Delaware Corporation ("Novinium"), and **UTILX CORPORATION**, a Delaware corporation ("UTILX"; UTILX and Novinium each being referred to herein as a "Grantor", and collectively as the "Grantors"), in favor of **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as Administrative Agent for the benefit of the holders of the Obligations, as described and defined in the Credit Agreement (as defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, concurrently herewith, Grantors, certain subsidiaries of Grantors party thereto as Guarantors, the Lenders party thereto and Grantee have entered into that certain Credit and Guaranty Agreement dated as of March 17, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to the Grantors, as co-borrowers, by the Lenders; and

WHEREAS, also concurrently herewith each Grantor, each Guarantor and Grantee have entered into that Security and Pledge Agreement dated as of March 17, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, each Grantor has granted to Grantee, for the benefit of the holders of the Obligations, a security interest in substantially all of such Grantor's respective personal property assets (described and defined therein as the "Collateral") including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of either Grantor provided for or created under the Security Agreement or any other Security Document, each Grantor hereby grants to Grantee, for the benefit of the holders of the Obligations, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantors hereby jointly and severally covenant and agree that Grantors shall (i) provide Grantee a listing of any new registered Trademarks (including any new trademark applications and any new trademarks registered with respect to any trademark applications previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") within five Business Days after the last day of the fiscal quarter in which such registration or application occurs and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which each Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO. Grantors hereby jointly and severally covenant and agree that Grantors shall provide Grantee a listing of any Trademark Licenses owned by Grantors reasonably promptly following the request of Grantee.

4. Representations and Warranties. Grantors hereby represent and warrant to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all registered Trademarks, trademark applications pending with the USPTO, owned by each Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral

all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

(Signature Pages Follow)

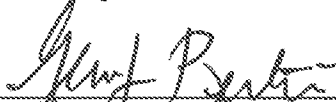
IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTORS:

NOVINIUM, INC.,
a Delaware Corporation

By: 
Name: GLEN BERTINI
Title: CEO

UTILX CORPORATION,
a Delaware Corporation

By: 
Name: BEN BERTAU
Title: CEO

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST,
a Delaware statutory trust,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule 1 (Part (a))

TRADEMARKS (REGISTERED)

Novinium

United States Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
MASTERS OF RELIABILITY	4517559	04/22/2014	IC 037
PERFICIO	4517558	04/22/2014	IC 1
ULTRINIUM	4501622	03/25/2014	IC 1
NOVINIUM	3098511	05/30/2006	IC 1

Canadian Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
ULTRIMIUM	898,044	03/05/2015	(1) chemicals, namely, synthetic fluids used to repair and extend the life of electric cables, telecommunication cables, telephone cables and fiber optic cables

UtilX

Trademarks/Service marks granted by the US Patent and Trademark Office:

<u>Registered Owner/Grantor</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country/Class</u>
UTILX Corporation	CABLECURE	8/14/2007 Renewal: 8/14/2016	3278487	USA IC1 IC37
UTILX Corporation	CABLECURE & Design	3/22/1994 Renewal: 3/22/2014	1827730	USA IC37

UTILX Corporation	CABLECURE (Stylized Letters)	4/19/1994 Renewal: 4/19/2014	1831785	USA IC1
UTILX Corporation	CABLECURE (Stylized Letters)	3/23/1993 Renewal: 3/23/2023	1760783	USA IC37
UTILX Corporation	CABLEWISE	3/18/2008 Renewal: 3/18/2018	3398205	USA IC42
UTILX Corporation	FLOWMOLE	4/12/1988 Renewal: 4/12/2017	1484625	USA IC37
UTILX Corporation	UTILX	12/8/1992 Renewal: 12/8/2022	1739206	USA IC37
UTILX Corporation		02/17/2015 Renewal 02/17/2025	4687245	USA IC37
UTILX Corporation		02/10/2015 Renewal 02/10/2025	4383907	USA IC37
UTILX Corporation	MAXIMUM RELIABILITY AT MINIMUM COST	02/24/2015 Renewal 02/24/2025	4691060	USA IC37
UTILX Corporation		02/24/2015 Renewal 02/24/2025	4691059	USA IC37
UTILX Corporation		02/24/2015 Renewal 02/24/2025	4691015	USA IC42

Trademarks/Service marks granted by the Canadian Intellectual Property Office:

Mark/Name/SN/RN	Status/Key Dates	Owner
UTILX RN: 430127 AN: 0686010	Canada Registered Last Status Received: Registered Filed: July 17, 1991	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE RN: 424056 AN: 0686399	Canada Registered Last Status Received: Registered Filed: July 22, 1991	UTILX CORPORATION 21409 - 72ND AVENUE, SOUTH KENT, WASHINGTON, US Federal
CABLECURE RN: 400573 AN: 0677617	Canada Registered Last Status Received: Registered Filed: March 12, 1991	UTILX CORPORATION 21409-72ND AVENUE, SOUTH KENT, WASHINGTON, US Federal
CABLEWISE RN: 762880 AN: 1379774	Canada Registered Last Status Received: Registered Filed: January 18, 2008	UTILX Corporation 22820 Russell Road Kent, WA 98032, US Federal
CABLECURE RN: 739844 AN: 1341832 IC	Canada Registered Last Status Received: Registered Filed: April 2, 2007	UTILX Corporation 22820 Russell Road Kent, WA 98032, US Federal

Trademarks and Trademark Applications outside of the United States and Canada

Mark/Name/SN/RN/IC	Status/Key Dates	Owner
CABLECURE RN: 1169677 AN: 1169677 IC7 IC37	Australia Registered Last Status Received: Registered Filed: 04/02/2007 Registered: 04/02/2007	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal

Mark/Name/SN/RN/IC	Status/Key Dates	Owner
CABLECURE RN: 565183 AN: 841970 IC7 IC37	Benelux Registered Last Status Received: Registered Filed: 02/06/1995 Registered:10/01/2007	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE RN: 5834304 AN: 5834304 IC7 IC37	Community Registered Last Status Received: Registered Filed: 04/02/2007 Registered:02/28/2008	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE RN: 564849 AN: 564849 IC7 IC37	Community Registered Last Status Received: Registered Filed: 06/24/1997 Registered:01/13/1999	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE RN: 1545973 AN: 1545973 IC7 IC37	India Registered Last Status Received: Registered Filed: 04/02/2007 Registered:03/24/2010	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE RN: 5177001 AN: 2007-31254 IC7 IC37	Japan Registered Last Status Received: Registered Filed: 04/02/2007 Registered:10/31/2008	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE RN: 175450 AN: 950794 IC7 IC37	Norway Registered Last Status Received: Registered Filed: 02/07/1995 Registered:07/18/1996	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal

Mark/Name/SN/RN/IC	Status/Key Dates	Owner
CABLECURE RN: 45-0030171 AN: 45-2007-0001310 IC7 IC37	South Korea Registered Last Status Received: Registered Filed: 04/02/2007 Registered:01/21/2010	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE & Starburst Design RN: AN: 1436005307 IC7	Saudi Arabia Registered Last Status Received: Pending Filed: 12/25/2014 Registered:NYR	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLECURE & Starburst Design RN: AN: 1436005308 IC37	Saudi Arabia Registered Last Status Received: Pending Filed: 12/25/2014 Registered:NYR	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLEWISE RN: 6612782 AN: 6612782 IC42	Community Registered Last Status Received: Registered Filed: 01/14/2008 Registered:04/21/2009	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLEWISE RN: 1643271 AN: 1643271 IC42	India Registered Last Status Received: Registered Filed: 01/18/2008 Registered:12/23/2011	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
CABLEWISE RN: 5200757 AN: 2008-002751 IC42	Japan Registered Last Status Received: Registered Filed: 01/18/2008 Registered:01/30/2009	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal

Mark/Name/SN/RN/IC	Status/Key Dates	Owner
CABLEWISE RN: 41-0193539 AN: 10-2008-0001032 IC42	South Korea Registered Last Status Received: Registered Filed: 01/14/2008 Registered: 01/21/2010	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
FLOWMOLE RN: B481189 AN: 481,189 IC37	Australia Registered Last Status Received: Registered Filed: 02/10/1988 Registered: 02/10/1988	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
FLOWMOLE RN: 767103 AN: 767103 IC1 IC7 IC37	Community Registered Last Status Received: Registered Filed: 03/10/1998 Registered: 06/17/1999	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
FLOWMOLE RN: 1,233,554 AN: 1,233,554 IC37	Spain Registered Last Status Received: Registered Filed: 02/10/1988 Registered: 03/02/1989	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
FLOWMOLE RN: 1334855 AN: 1334855 IC37	United Kingdom Registered Last Status Received: Registered Filed: 02/10/1988 Registered: 09/01/1989	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
UTILX RN: 008550337 AN: 008550337 IC1 IC7 IC37	Community Registered Last Status Received: Registered Filed: 09/15/2009 Registered: 03/01/2010	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal

Mark/Name/SN/RN/IC	Status/Key Dates	Owner
UTILX RN: 254519 AN: 200909197 IC1 IC7 IC37	Norway Registered Last Status Received: Registered Filed: 09/15/2009 Registered: 02/16/2010	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
UTILX RN: 1473012 AN: 1473012 IC37	United Kingdom Registered Last Status Received: Registered Filed: 08/06/1991 Registered: 06/11/1993	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal
UTILX RN: 1519509 AN: 1519509 IC7 IC37	United Kingdom Registered Last Status Received: Registered Filed: 11/24/1992 Registered: 06/10/1994	UTILX CORPORATION 21409 - 72ND AVENUE SOUTH, KENT, WASHINGTON 98032-1944, US Federal

Schedule 1 (Part (b))

TRADEMARKS (APPLICATIONS)

Novinium

Trademark/Service Mark	Application Number	Filing Date	Goods/Services
PERFICIO	1639782	08/16/2013	CANADA chemicals, namely, synthetic fluids used to repair and extend the life of electric cables, telecommunication cables, telephone cables and fiber optic cables
MASTERS OF RELIABILITY	1639787	08/16/2013	CANADA repairing electrical, telecommunication, telephone and fiber optic cables

UtilX

Trademark/Service Mark	Application Number	Filing Date	Goods/Services
CABLECURE & Starburst Design	1436005307	12/25/2014	SAUDI ARABIA IC7
CABLECURE & Starburst Design	1436005308	12/25/2014	SAUDI ARABIA IC37

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") is made as of _____, 20____ by **NOVINIUM, Inc.**, a Delaware Corporation ("Novinium"), and **UTILX CORPORATION**, a Delaware corporation ("UTILX"; UTILX and Novinium each being referred to herein as a "Grantor", and collectively as the "Grantors"), in favor of **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as Administrative Agent for the benefit of the holders of the Obligations, as described and defined in the Credit Agreement (as defined below) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantors, certain subsidiaries of Grantors party thereto as Guarantors, the Lenders party thereto and Grantee have entered into that Credit and Guaranty Agreement dated as of March 17, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, each Grantor, each Guarantor and Grantee have entered into that Security and Pledge Agreement dated as of March 17, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, each Grantor has granted to Grantee, for the benefit of the holders of the Obligations, a security interest in substantially all of the personal property assets of Grantor (described and defined therein as the "Collateral"), including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, each Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of March 19, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Security Agreement and the Trademark Agreement, each Grantor has granted to Grantee to secure the Obligations a security interest in

and to, among other things, all of Grantor's now existing and hereafter Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantors have agreed that in connection with the acquisition by either Grantor of any Trademarks issued or applied for since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the "New Trademarks"), Grantors shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantors, jointly and severally, agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of either Grantor provided for or created under the Credit Agreement or any other Security Document, each Grantor hereby grants to Grantee, for the benefit of the holders of the Obligations, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in each Grantor's respective entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by either Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and applications for Trademarks pending with the USPTO owned by each Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any supplement to the Trademark Agreement delivered by Grantors to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Counterparts. This Supplement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Supplement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Agreement as of the day and year first hereinabove set forth.

GRANTORS:

NOVINIUM, INC.,
a Delaware Corporation

By: _____
Name: _____
Title: _____

UTILX CORPORATION,
a Delaware Corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST,
a Delaware statutory trust,
as Grantee and Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____

Name: _____

Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED MARCH 17, 2015**

Part (a)

TRADEMARKS (REGISTERED)

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services

Part (b)

TRADEMARK APPLICATIONS

[attached]