

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345892

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHEA VENTURES, LLC		06/25/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HYDROPOINT DATA SYSTEMS, INC.		
<b>Street Address:</b>	1720 Corporate Circle		
<b>City:</b>	Petaluma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94954		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4317436	SMART YARD	
<b>Registration Number:</b>	4270657	WEATHERTRAK WIRELESSFLOW	
<b>Serial Number:</b>	85753213	SMART WATER MANAGEMENT	
<b>Serial Number:</b>	85754464	360° SMART WATER MANAGEMENT SOLUTIONS	
<b>Registration Number:</b>	4467703	WEATHERTRAK FLOWLINK	
<b>Serial Number:</b>	85977549	WEATHERTRAK WIRELESSFLOW	
<b>Registration Number:</b>	3266613	THE PROVEN LEADER IN SMART IRRIGATION	
<b>Registration Number:</b>	3266614	THE PROVEN LEADER IN SMART IRRIGATION	
<b>Registration Number:</b>	3301173	WEATHERTRAK	
<b>Registration Number:</b>	3549403	WEATHERTRAK ET PRO2 CENTRAL	
<b>Registration Number:</b>	3693565	SUSTAINABILITY 2.0	
<b>Registration Number:</b>	3624906	SMART WATER MANAGEMENT	
<b>Registration Number:</b>	3967548	SMART YARD	
<b>Registration Number:</b>	3256984	ET EVERYWHERE	
<b>Registration Number:</b>	3259252	ET EVERYWHERE DATA SERVICE	
<b>Registration Number:</b>	3262415	HYDROPOINT	
<b>Registration Number:</b>	3319838	HYDROPOINT DATA SYSTEMS, INC.	
<b>Registration Number:</b>	3256985	WEATHERTRAK ETPLUS	
<b>Registration Number:</b>	3256986	WEATHERTRAK ET PRO	
<b>TRADEMARK</b>			

CH \$515.00 4317436

Property Type	Number	Word Mark
Registration Number:	3276907	THE CONTROLLER IS SMART. THE SERVICE IS

**CORRESPONDENCE DATA**

**Fax Number:** 6179518736

*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.*

**Phone:** 6179518000

**Email:** jennifer.kagan@morganlewis.com

**Correspondent Name:** Jennifer Kagan, Paralegal

**Address Line 1:** One Federal Street

**Address Line 2:** Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Jennifer Kagan
<b>SIGNATURE:</b>	/jenniferkagan/
<b>DATE SIGNED:</b>	06/25/2015

**Total Attachments: 4**

source=83889729\_1\_Shea\_Hydropoint - Termination and Release of Security Interest in Trademarks#page1.tif

source=83889729\_1\_Shea\_Hydropoint - Termination and Release of Security Interest in Trademarks#page2.tif

source=83889729\_1\_Shea\_Hydropoint - Termination and Release of Security Interest in Trademarks#page3.tif

source=83889729\_1\_Shea\_Hydropoint - Termination and Release of Security Interest in Trademarks#page4.tif

**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

**THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "Termination"), is dated as of June 25, 2015 and made by **SHEA VENTURES, LLC**, a California limited liability company ("Grantee") to **HYDROPOINT DATA SYSTEMS, INC.**, a Delaware corporation ("Grantor"), located at 1720 Corporate Circle, Petaluma, California 94954.

WHEREAS, pursuant to that certain Collateral Assignment, Patent Mortgage and Security Agreement dated as of January 23, 2013, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 23, 2013, at Reel 4948 and Frame 0035; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto, together with, among other things, the goodwill of the business symbolized by such trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its continuing security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks.

3. Representations and Warranties. The Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination and Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.

4. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**SHEA VENTURES, LLC**  
a California limited liability company

By:   
Name: John Morrissey  
Title: Managing Director

Schedule A

U.S. Trademark Registrations

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
4317436	77911326	SMART YARD		Jan 13, 2010
4270657	85434058	WEATHERTRAK WIRELESSFLOW		Sep 28, 2011
	85753213	SMART WATER MANAGEMENT		Oct 12, 2012
	85754464	360° SMART WATER MANAGEMENT SOLUTIONS		Oct 15, 2012
4467703	85808408	WeatherTRAK FlowLink (Stylized)		Dec 20, 2012
	85977549	WEATHERTRAK WIRELESSFLOW		Sep 28, 2011
3266613		THE PROVEN LEADER IN SMART IRRIGATION	Jul 17, 2007	Dec 19, 2006
3266614		THE PROVEN LEADER IN SMART IRRIGATION	Jul 17, 2007	Dec 21, 2006
3301173		WEATHERTRAK	Oct 2, 2007	Dec 21, 2006
3549403		WEATHERTRAK ET PRO2 CENTRAL	Dec 23, 2008	Mar 28, 2008
3693565		SUSTAINABILITY 2.0	Oct 6, 2009	May 12, 2008
3624906		SMART WATER MANAGEMENT (Supplemental Register)	May 19, 2009	May 13, 2008
3967548		SMART YARD	May 24, 2011	Jan 13, 2010
3256984		ET EVERYWHERE	Jun 26, 2007	Mar 23, 2005
3259252		ET EVERYWHERE DATA SERVICE	Jul 3, 2007	Mar 23, 2005

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
3262415		HYDROPOINT	Jul 10, 2007	Mar 23, 2005
3319838		HYDROPOINT DATA SYSTEMS, INC. & Design	Oct 23, 2007	Mar 23, 2005
3256985		WEATHERTRAK ETPLUS	Jun 26, 2007	Mar 23, 2005
3256986		WEATHERTRAK ET PRO	Jun 26, 2007	Mar 23, 2005
3276907		THE CONTROLLER IS SMART. THE SERVICE IS GENIUS.	Aug 7, 2007	Jun 2, 2005

DB1/ 83889729.1