

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROCTEST LTD.		12/04/2015	CORPORATION: CANADA
DURHAM GEO-ENTERPRISES INC.		12/04/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as Administrative Agent		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3942346	SHMLIVE	
<b>Registration Number:</b>	3260576	NORTECH	
<b>Registration Number:</b>	3284474	O-SOX	
<b>Registration Number:</b>	3354723	DGSI DURHAM GEO SLOPE INDICATOR	
<b>Registration Number:</b>	0909553	DIGITILT	
<b>Registration Number:</b>	0804229	TORVANE	
<b>Registration Number:</b>	3980530	AQUACHEM	
<b>Registration Number:</b>	3904058	HYDRO GEOANALYST	
<b>Registration Number:</b>	3280409	HYDROMANAGER	
<b>Registration Number:</b>	3907366	VISUAL MODFLOW	
<b>Registration Number:</b>	2460342	MAGI	
<b>Registration Number:</b>	1674026	MOSDAX	
<b>Registration Number:</b>	1674838	MP SYSTEM	
<b>Registration Number:</b>	1645856	WESTBAY	
<b>Registration Number:</b>	3650190	BARO-DIVER	
<b>Registration Number:</b>	3324566	CERADIVER	
<b>Registration Number:</b>	4117104	CTD-DIVER	
<b>Registration Number:</b>	3024970	DIVER	
<b>TRADEMARK</b>			

OP \$690.00 3942346

Property Type	Number	Word Mark
Registration Number:	3511144	DIVER-DXT
Registration Number:	3523471	DIVER-HUB
Registration Number:	3523470	DIVER-MATE
Registration Number:	3523469	DIVER-NETZ
Registration Number:	3475379	DIVER-OFFICE
Registration Number:	3315594	DIVER-POCKET
Registration Number:	3324567	MICRODIVER
Registration Number:	3296320	MINI-DIVER
Serial Number:	85490852	VMOD FLEX

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F159939
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	12/07/2015

**Total Attachments: 20**

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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**"), dated as of December 4, 2015, is entered into by and among **DURHAM GEO-ENTERPRISES INC.**, a Georgia corporation, **ROCTEST LTD.**, a British Columbia corporation, and each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "**Grantor**") and **SILICON VALLEY BANK**, as Administrative Agent (in such capacity, the "**Assignee**") pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of February 21, 2013, (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Domestic Guarantee and Collateral Agreement**") among Assignee and the Grantors, and (ii) that certain Credit Agreement, dated as of February 21, 2013, amended on April 1, 2013, further amended on November 4, 2014, and further amended on December 4, 2015, entered into by and among the Grantors, Assignee, and the Lenders party thereto.

WHEREAS, reference is made to that certain Trademark Security Agreement dated as of February 21, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Trademark Agreement**"), among Assignee and the Grantors, pursuant to which each Grantor granted to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right title and interest in, to and under certain Trademarks (as defined in the Trademark Agreement), including, without limitation, those described on Schedule A annexed thereto, which Trademark Agreement was recorded with the United States Patent and Trademark Office on February 22, 2013 at Reel 4969, Frame 0015; and

WHEREAS, the Grantors and Assignee wish to amend the Trademark Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Schedule A to the Trademark Agreement is hereby amended by adding the Trademarks listed on Schedule A-1 attached hereto (the "**Additional Trademarks**"), which such Additional Trademarks, together with (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office 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 all common-law rights related thereto, and (ii) all rights to obtain any renewals of the foregoing, shall be and become part of the "Trademarks" referred to in the Trademark Agreement and Schedule A attached thereto and shall secure all Secured Obligations.

2. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Assignee in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule A to the Trademark Agreement prior to the effectiveness of this Amendment, and (b) represent and warrant that Schedule A to the Trademark Agreement, as amended by Schedule A-1 attached hereto, contains a true and accurate list of all of each Grantor's Trademarks existing as of the date hereof.

3. The Trademark Agreement, as amended hereby, is and shall remain in full force and effect. This Amendment shall constitute a Loan Document for all purposes. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement, the Credit Agreement or the Trademark Agreement, as applicable.

4. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each Grantor hereby irrevocably and unconditionally:

- a. submits to the exclusive jurisdiction of the State and Federal courts in the Southern District of the State of New York; *provided* that nothing in this Amendment shall be deemed to operate to preclude the Administrative Agent or any Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Administrative Agent or such Lender. Each Grantor hereby expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to the Loan Parties at the address set forth in Section 10.2 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of your actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid;
- b. WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AMENDMENT, THE OTHER LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT TO ENTER INTO THIS AMENDMENT. EACH GRANTOR HAS REVIEWED THIS WAIVER WITH ITS COUNSEL; and
- c. waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Amendment any special, exemplary, punitive or consequential damages.

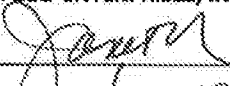
5. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow ]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:  
DURHAM GEO-ENTERPRISES, INC.

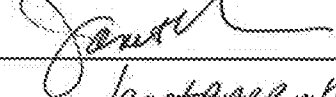
Address of Grantor:

By:   
Name: Janet Barbookles  
Title: Director

2175 West Park Court  
Stone Mountain, GA 30087  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218

E-mail: janbarbookles@novang.com

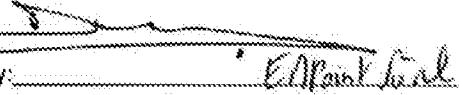
ROCTEST LTD.

By:   
Name: Janet Barbookles  
Title: Director

680 Birch Street  
Saint-Lambert, Quebec J4P 2N3, Canada  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

NOVA METRIX (LUXEMBOURG) S.A.R.L.

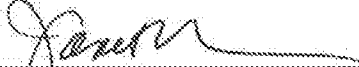
*Société à responsabilité limitée*  
Registered office: 51, allée Scheffer,  
L-2520 Luxembourg  
R.C.S. Luxembourg: B 155364  
Share Capital: EUR 12,500

By:   
Name: E. P. REUKER  
Title: Director

51, Allée Scheffer  
L-2520, Luxembourg  
Attention: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signature Page to First Amendment to Trademark Security Agreement

**NOVA METRIX CORPORATION**

By: 

Name: Janet Barbookles

Title: Director

600 Unicorn Park Drive  
Woburn, MA 01801  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

**NOVA METRIX (CANADA) CORP.**

By: 

Name: Janet Barbookles

Title: Director

550 Burrard St., Suite 2900  
Vancouver, BC V6C 0A3, Canada  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

**FISO TECHNOLOGIES INC.**

By: 

Name: Janet Barbookles

Title: Director

500 av. Saint-Jean-Baptiste, Suite 195  
Quebec City, QC G2E 5R9, Canada  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

**SENSORNET LIMITED**

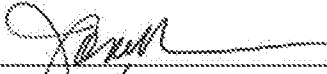
By: 

Name: Janet Barbookles

Title: Director

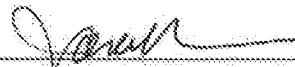
Unit 340, Phase 300  
Centennial Park, Elstree, Hertfordshire WD6 3TJ  
United Kingdom  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

**NOVA METRIX GROUND MONITORING (CANADA)  
LTD.**

By:   
Name: Janet Barbookles  
Title: Director


550 Burrard St., Suite 2900  
Vancouver, BC V6C 0A3, Canada  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

**VAN ESSEN INSTRUMENTS B.V.**

By:   
Name: Janet Barbookles  
Title: Director

Delftechpark 20  
2628 XH Delft  
The Netherlands  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

**NOVA METRIX (NETHERLANDS), B.V.**

By:   
Name: John DERUYKEN  
Title: Director

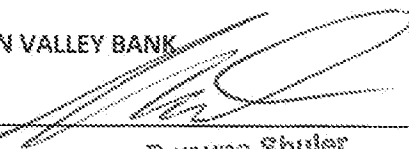
Delftechpark 20  
2628 XH Delft  
The Netherlands  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novang.com

Signature Page to First Amendment to Trademark Security Agreement



ASSIGNEE:

SILICON VALLEY BANK

By:   
Name: Dwayne Shuler  
Title: Managing Director

Schedule A-1 to TRADEMARK SECURITY AGREEMENT

Registered Trademarks –

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Roctest Ltd.	Switzerland	587450	June 11, 2009	December 18, 2008	Roctest Ltée	SENSCORE
Roctest Ltd.	Canada	TMA791558	February 24, 2011	July 16, 2009	Roctest Ltd.	SHMLIVE
Roctest Ltd.	Canada	TMA456981	May 3, 1996	May 26, 1994	Roctest Ltd.	GEOMATION
Roctest Ltd.	Canada	TMA248089	July 18, 1980	January 25, 1979	Roctest Ltd.	ROCTEST DESSIN
Roctest Ltd.	Canada	TMA533158	September 21, 2000	June 11, 1998	Roctest Ltd.	RTT ANALYTICAL
Roctest Ltd.	Canada	TMA563403	June 13, 2002	September 7, 1999	Roctest Ltd.	SENSONIC
Roctest Ltd.	Canada	TMA476455	May 20, 1997	March 14, 1996	Roctest Ltd.	SENSOPTIC
Roctest Ltd.	United States	3942346	April 5, 2011	October 13, 2009	Roctest Ltd.	SHMLIVE
Roctest Ltd.	Community (CTM)	7,472,831	October 17, 2009	December 17, 2008	Roctest Ltd.	SENSCORE
FISO Technologies Inc.	Canada	TMA512049	May 19, 1999	December 9, 1997	FISO Technologies Inc.	NORTECH AND DESIGN
FISO Technologies Inc.	Canada	TMA697147	September 25, 2007	April 5, 2006	FISO Technologies Inc.	NORTECH
FISO Technologies Inc.	United States	3260576	July 10, 2007	May 3, 2006	FISO Technologies Inc.	NORTECH
Sensornet Limited	United Kingdom	2375067A	September 14, 2007	October 6, 2004	Sensornet Limited	SENSORNET
Sensornet Limited	United Kingdom	2396395	February 10, 2006	July 8, 2005	Sensornet Limited	CWELL
Sensornet Limited	United Kingdom	2378323	July 27, 2007	November 18, 2004	Sensornet Limited	SENTINEL - DTS

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Sensornet Limited	United Kingdom	2491477	January 2, 2009	June 30, 2008	Sensornet Limited	RELIGHT
Sensornet Limited	Community (CTM)	004369104	November 30, 2007	April 4, 2005	Sensornet Limited	SENSORNET
Sensornet Limited	International (Madrid Protocol)	877053	April 4, 2005	April 4, 2005	Sensornet Limited	SENSORNET
Sensornet Limited	Canada	TMA685,485	April 3, 2007	April 5, 2005	Sensornet Limited	SENSORNET
Sensornet Limited	United States	3230053	April 17, 2007	April 4, 2005	Sensornet Limited	SENSORNET
Durham Geo-Enterprises Inc.	United States	3284474	August 28, 2007	October 25, 2006	Durham Geo-Enterprises Inc.	O•SOX
Durham Geo-Enterprises Inc.	United States	3354723	December 18, 2007	November 18, 2005	Durham Geo-Enterprises Inc.	DGSI DURHAM GEO SLOPE INDICATOR
Durham Geo-Enterprises Inc.	United States	0909553	March 9, 1971	April 3, 1970	Durham Geo-Enterprises Inc.	DIGITILT
Durham Geo-Enterprises Inc.	United States	0804229	February 22, 1966	April 22, 1965	Durham Geo-Enterprises Inc.	TORVANE
Durham Geo-Enterprises Inc.	China	10322338	February 20, 2013	December 19, 2011	Durham Geo-Enterprises Inc.	斯洛普指示器 (Chinese transliteration of SLOPE INDICATOR)
Durham Geo-Enterprises Inc.	China	10322339	May 6, 2013	December 19, 2011	Durham Geo-Enterprises Inc.	DURHAM GEO SLOPE INDICATOR
Durham Geo-Enterprises Inc.	China	10322340	February 20, 2013	December 19, 2011	Durham Geo-Enterprises Inc.	达汉新柯斯洛普指示器 (Chinese transliteration of DURHAM GEO SLOPE INDICATOR)
Soil Instruments Ltd	Europe	011581949	July 22, 2013	February	itmsoil Holding Ltd	ITMSOIL

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
				18,2013		
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	3980530	June 21, 2011	May 27, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	AQUACHEM
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	3904058	January 11, 2011	May 27, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	HYDRO GEOANALYST
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	3280409	August 14, 2007	January 12, 2004	Nova Metrix Ground Monitoring (Canada) Ltd.	HYDROMANAGER
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	3907366	January 18, 2011	May 27, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	VISUAL MODFLOW
Nova Metrix Ground Monitoring (Canada) Ltd.	Canada	TMA865314	November 18, 2013	May 28, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	AQUACHEM
Nova Metrix Ground Monitoring (Canada) Ltd.	Canada	TMA815548	January 13, 2012	May 28, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	HYDRO GEOANALYST
Nova Metrix Ground Monitoring (Canada) Ltd.	Canada	TMA819858	March 14, 2012	May 28, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	VISUAL MODFLOW
Nova Metrix Ground Monitoring (Canada) Ltd. <sup>1</sup>	Canada	TMA905603	June 8, 2015	December 8, 2011	Nova Metrix Ground Monitoring (Canada) Ltd.	VMOD FLEX
Nova Metrix Ground Monitoring (Canada) Ltd.	Community (CTM)	009137423	November 2, 2010	May 28, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	HYDRO GEOANALYST
Nova Metrix Ground Monitoring (Canada) Ltd.	Community (CTM)	009137481	November 2, 2010	May 28, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	VISUAL MODFLOW

<sup>1</sup> This registration is not material to the business of the company. Accordingly, the company intends to allow this registration to lapse when it comes up for renewal. Any obligations set forth in the Pledge Agreement which would require the company to take any steps or measures to update the chain of title, perfect or record the security interest granted against its registration, shall not apply in respect of this registration.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Nova Metrix Ground Monitoring (Canada) Ltd.	Russia <sup>1</sup>	460330	April 24, 2012	July 14, 2010	Nova Metrix Ground Monitoring (Canada) Ltd.	VISUAL MODFLOW
Nova Metrix Ground Monitoring (Canada) Ltd. <sup>2</sup>	Canada	TMA406794	January 8, 1993	February 21, 1991	Nova Metrix Ground Monitoring (Canada) Ltd.	CIRCLES CONCENTRIC DESIGN
Nova Metrix Ground Monitoring (Canada) Ltd.	Canada	TMA383265	April 19, 1991	December 20, 1989	Nova Metrix Ground Monitoring (Canada) Ltd.	MOSDAX
Nova Metrix Ground Monitoring (Canada) Ltd. <sup>2</sup>	Canada	TMA404269	October 30, 1992	February 21, 1991	Nova Metrix Ground Monitoring (Canada) Ltd.	MP SYSTEM
Nova Metrix Ground Monitoring (Canada) Ltd. <sup>2</sup>	Canada	TMA545985	May 31, 2001	November 25, 1997	Nova Metrix Ground Monitoring (Canada) Ltd.	WELL DESIGNER
Nova Metrix Ground Monitoring (Canada) Ltd.	Canada	TMA398792	May 29, 1992	February 21, 1991	Nova Metrix Ground Monitoring (Canada) Ltd.	WESTBAY Design
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	2460342	June 12, 2001	August 11, 1999	Nova Metrix Ground Monitoring (Canada) Ltd.	MAGI
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	1674026	February 4, 1992	May 9, 1990	Nova Metrix Ground Monitoring (Canada) Ltd.	MOSDAX
Nova Metrix Ground Monitoring (Canada) Ltd. <sup>2</sup>	United States	1674838	February 11, 1992	January 26, 1990	Nova Metrix Ground Monitoring (Canada) Ltd.	MP SYSTEM
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	1645856	May 28, 1991	January 26, 1990	Nova Metrix Ground Monitoring (Canada) Ltd.	WESTBAY

<sup>1</sup> Recordal of assignment from Schlumberger Canada Limited to Nova Metrix Ground Monitoring (Canada) Ltd. still to be filed.

<sup>2</sup> This registration is not material to the business of the company. Accordingly, the company intends to allow this registration to lapse when it comes up for renewal. Any obligations set forth in the Pledge Agreement which would require the company to take any steps or measures to update the chain of title, perfect or record the security interest granted against its registration, shall not apply in respect of this registration.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Nova Metrix Ground Monitoring (Canada) Ltd. <sup>2</sup>	Community (CTM)	1682848	March 4, 2002	May 31, 2000	Nova Metrix Ground Monitoring (Canada) Ltd.	MP SYSTEM
Van Essen Instruments B.V.	Benelux <sup>1</sup>	851916	December 10, 2008	September 5, 2008	Schlumberger Water Services (Netherlands) B.V.	BARO-DIVER
Van Essen Instruments B.V.	Canada	TMA754046	November 26, 2009	November 4, 2008	Van Essen Instruments B.V.	BARO-DIVER
Van Essen Instruments B.V.	Community (CTM)	7361249	July 29, 2009	October 31, 2008	Van Essen Instruments B.V.	BARO-DIVER
Van Essen Instruments B.V.	United States	3650190	July 7, 2009	November 10, 2008	Van Essen Instruments B.V.	BARO-DIVER
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	985483	October 31, 2008	October 31, 2008	Schlumberger Water Services (Netherlands) B.V.	BARO-DIVER
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	985483	October 31, 2008	October 31, 2008	Schlumberger Water Services (Netherlands) B.V.	BARO-DIVER
Van Essen Instruments B.V. <sup>2</sup>	Korea <sup>1</sup> (WIPO)	985483	October 31, 2008	October 31, 2008	Schlumberger Water Services (Netherlands) B.V.	BARO-DIVER
Van Essen Instruments B.V.	Benelux <sup>1</sup>	802159	June 26, 2006	February 22, 2006	Schlumberger Water Services (Netherlands) B.V.	CERADIVER
Van Essen Instruments B.V.	Canada	TMA703537	December 19, 2007	July 26, 2006	Van Essen Instruments B.V.	CERADIVER
Van Essen Instruments B.V.	Community (CTM)	5222203	July 23, 2007	July 26, 2006	Van Essen Instruments B.V.	CERADIVER

<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

<sup>2</sup> This registration is not material to the business of the company. Accordingly, the company intends to allow this registration to lapse when it comes up for renewal. Any obligations set forth in the Pledge Agreement which would require the company to take any steps or measures to update the chain of title, perfect or record the security interest granted against its registration, shall not apply in respect of this registration.

<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V.	United States	3324566	October 30, 2007	August 2, 2006	Van Essen Instruments B.V.	CERADIVER
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	894830	July 26, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	CERADIVER
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	894830	July 26, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	CERADIVER
Van Essen Instruments B.V. <sup>2</sup>	Korea <sup>1</sup> (WIPO)	894830	July 26, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	CERADIVER
Van Essen Instruments B.V.	Canada	TMA834274	October 12, 2012	February 1, 2011	Van Essen Instruments B.V.	CTD-DIVER
Van Essen Instruments B.V.	Community (CTM)	9614892	May 3, 2011	December 21, 2010	Van Essen Instruments B.V.	CTD-DIVER
Van Essen Instruments B.V.	United States	4117104	March 27, 2012	January 26, 2011	Van Essen Instruments B.V.	CTD-DIVER
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	1067985	January 25, 2011	January 25, 2011	Schlumberger Water Services (Netherlands) B.V.	CTD-DIVER
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	1067985	January 25, 2011	January 25, 2011	Schlumberger Water Services (Netherlands) B.V.	CTD-DIVER
Van Essen Instruments B.V. <sup>2</sup>	Korea <sup>1</sup> (WIPO)	1067985	January 25, 2011	January 25, 2011	Schlumberger Water Services (Netherlands) B.V.	CTD-DIVER
Van Essen Instruments B.V.	United Arab Emirates <sup>1</sup>	105420	July 4, 2010	October 27, 2008	Schlumberger Water Services (Netherlands) B.V.	DIVER

<sup>2</sup> This registration is not material to the business of the company. Accordingly, the company intends to allow this registration to lapse when it comes up for renewal. Any obligations set forth in the Pledge Agreement which would require the company to take any steps or measures to update the chain of title, perfect or record the security interest granted against its registration, shall not apply in respect of this registration.

<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V. <sup>2</sup>	Australia <sup>1</sup>	968305	August 2, 2004	September 1, 2003	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V.	Benelux <sup>1</sup>	613650	September 10, 1997	September 10, 1997	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V.	Canada	TMA602875	February 20, 2004	April 16, 2002	Van Essen Instruments B.V.	DIVER
Van Essen Instruments B.V. <sup>2</sup>	Chile <sup>1</sup>	856719	July 31, 2009	October 17, 2008	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V.	Community (CTM)	2631901	August 22, 2003	March 26, 2002	Van Essen Instruments B.V.	DIVER
Van Essen Instruments B.V.	India <sup>1</sup>	1078043	October 25, 2012	February 7, 2011	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup>	5414290	May 27, 2011	September 11, 2008	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V. <sup>2</sup>	Peru <sup>1</sup>	148747	February 17, 2009	October 21, 2008	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V.	Qatar <sup>1</sup>	54189	October 6, 2009	October 15, 2008	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V.	United States	3024970	December 13, 2005	April 4, 2002	Van Essen Instruments B.V.	DIVER
Van Essen Instruments B.V. <sup>2</sup>	Benelux <sup>1</sup>	804894	August 10, 2006	February 22, 2006	Van Essen Instruments B.V.	DIVER ANYWHERE
Van Essen Instruments B.V. <sup>2</sup>	Benelux <sup>1</sup>	826973	October 5, 2007	July 13, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-DXD



<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V. <sup>2</sup>	Canada	TMA762085	March 19, 2010	December 4, 2007	Van Essen Instruments B.V.	DIVER-DXD
Van Essen Instruments B.V. <sup>2</sup>	Community (CTM)	6196174	July 21, 2008	August 14, 2007	Van Essen Instruments B.V.	DIVER-DXD
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	942954	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-DXD
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	942954	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-DXD
Van Essen Instruments B.V.	Benelux <sup>1</sup>	826974	October 5, 2007	July 13, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-DXT
Van Essen Instruments B.V.	Canada	TMA764746	April 21, 2010	December 4, 2007	Van Essen Instruments B.V.	DIVER-DXT
Van Essen Instruments B.V.	Community (CTM)	6196117	July 18, 2008	August 14, 2007	Van Essen Instruments B.V.	DIVER-DXT
Van Essen Instruments B.V.	United States	3511144	October 7, 2008	October 24, 2007	Van Essen Instruments B.V.	DIVER-DXT
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	942955	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-DXT
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	942955	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-DXT
Van Essen Instruments B.V.	Benelux <sup>1</sup>	827043	October 5, 2007	July 13, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-HUB

<sup>2</sup> This registration is not material to the business of the company. Accordingly, the company intends to allow this registration to lapse when it comes up for renewal. Any obligations set forth in the Pledge Agreement which would require the company to take any steps or measures to update the chain of title, perfect or record the security interest granted against its registration, shall not apply in respect of this registration.

<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V.	Canada	TMA772547	July 21, 2010	December 4, 2007	Van Essen Instruments B.V.	DIVER-HUB
Van Essen Instruments B.V.	Community (CTM)	6196372	August 19, 2008	August 14, 2007	Van Essen Instruments B.V.	DIVER-HUB
Van Essen Instruments B.V.	United States	3523471	October 28, 2008	October 24, 2007	Van Essen Instruments B.V.	DIVER-HUB
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	943776	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-HUB
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	943776	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-HUB
Van Essen Instruments B.V.	Benelux <sup>1</sup>	831247	October 11, 2007	July 13, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-MATE
Van Essen Instruments B.V.	Canada	TMA763800	April 9, 2010	December 4, 2007	Van Essen Instruments B.V.	DIVER-MATE
Van Essen Instruments B.V.	Community (CTM)	6196241	August 9, 2008	August 4, 2007	Van Essen Instruments B.V.	DIVER-MATE
Van Essen Instruments B.V.	United States	3523470	October 28, 2008	October 24, 2007	Van Essen Instruments B.V.	DIVER-MATE
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	943217	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-MATE
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	943217	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-MATE

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<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V.	Benelux <sup>1</sup>	826975	October 5, 2007	July 13, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-NETZ
Van Essen Instruments B.V.	Canada	TMA763795	April 9, 2010	December 4, 2007	Van Essen Instruments B.V.	DIVER-NETZ
Van Essen Instruments B.V.	Community (CTM)	6196067	July 18, 2008	August 14, 2007	Van Essen Instruments B.V.	DIVER-NETZ
Van Essen Instruments B.V.	United States	3523469	October 28, 2008	October 24, 2007	Van Essen Instruments B.V.	DIVER-NETZ
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	942956	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-NETZ
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	942956	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-NETZ
Van Essen Instruments B.V. <sup>2</sup>	Benelux <sup>1</sup>	826972	October 5, 2007	July 13, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-OFFICE
Van Essen Instruments B.V. <sup>2</sup>	Canada	TMA776238	September 3, 2010	December 4, 2007	Van Essen Instruments B.V.	DIVER-OFFICE
Van Essen Instruments B.V. <sup>2</sup>	Community (CTM)	6196299	July 18, 2008	August 14, 2007	Van Essen Instruments B.V.	DIVER-OFFICE
Van Essen Instruments B.V. <sup>2</sup>	United States	3475379	July 29, 2008	October 24, 2007	Van Essen Instruments B.V.	DIVER-OFFICE
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	942598	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-OFFICE

<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

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<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>8</sup> (WIPO)	942598	October 16, 2007	October 16, 2007	Schlumberger Water Services (Netherlands) B.V.	DIVER-OFFICE
Van Essen Instruments B.V. <sup>2</sup>	Benelux <sup>1</sup>	806541	October 5, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	DIVER-POCKET
Van Essen Instruments B.V. <sup>2</sup>	Canada	TMA712029	April 16, 2008	October 11, 2006	Van Essen Instruments B.V.	DIVER-POCKET
Van Essen Instruments B.V. <sup>2</sup>	Community (CTM)	5371778	September 4, 2007	October 10, 2006	Van Essen Instruments B.V.	DIVER-POCKET
Van Essen Instruments B.V. <sup>2</sup>	United States	3315594	October 23, 2007	October 20, 2006	Van Essen Instruments B.V.	DIVER-POCKET
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	902476	October 10, 2006	October 10, 2006	Schlumberger Water Services (Netherlands) B.V.	DIVER-POCKET
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>9</sup> (WIPO)	902476	October 10, 2006	October 10, 2006	Schlumberger Water Services (Netherlands) B.V.	DIVER-POCKET
Van Essen Instruments B.V. <sup>2</sup>	Benelux <sup>1</sup>	804893	August 10, 2006	February 22, 2006	Schlumberger Water Services (Netherlands) B.V.	DIVERMATE
Van Essen Instruments B.V.	Benelux <sup>1</sup>	802194	June 27, 2006	February 22, 2006	Schlumberger Water Services (Netherlands) B.V.	MICRODIVER
Van Essen Instruments B.V.	Canada	TMA711917	April 15, 2008	July 26, 2006	Van Essen Instruments B.V.	MICRODIVER
Van Essen Instruments B.V.	Community (CTM)	5222021	June 29, 2007	July 26, 2006	Van Essen Instruments B.V.	MICRODIVER

<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

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<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V.	United States	3324567	October 30, 2007	August 2, 2006	Van Essen Instruments B.V.	MICRODIVER
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	894790	July 26, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	MICRODIVER
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	894790	July 26, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	MICRODIVER
Van Essen Instruments B.V. <sup>2</sup>	Korea <sup>1</sup> (WIPO)	894790	July 26, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	MICRODIVER
Van Essen Instruments B.V.	Benelux <sup>1</sup>	806540	October 5, 2006	July 26, 2006	Schlumberger Water Services (Netherlands) B.V.	MINI-DIVER
Van Essen Instruments B.V.	Canada	TMA713984	May 9, 2008	October 11, 2006	Van Essen Instruments B.V.	MINI-DIVER
Van Essen Instruments B.V.	Community (CTM)	5371497	September 4, 2007	October 10, 2006	Van Essen Instruments B.V.	MINI-DIVER
Van Essen Instruments B.V.	United States	3296320	September 25, 2007	October 20, 2006	Van Essen Instruments B.V.	MINI-DIVER
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup> (WIPO)	902225	October 10, 2006	October 10, 2006	Schlumberger Water Services (Netherlands) B.V.	MICRODIVER
Van Essen Instruments B.V. <sup>2</sup>	Japan <sup>1</sup> (WIPO)	902225	October 10, 2006	October 10, 2006	Schlumberger Water Services (Netherlands) B.V.	MICRODIVER
Van Essen Instruments B.V. <sup>2</sup>	Korea <sup>1</sup> (WIPO)	902225	October 10, 2006	October 10, 2006	Schlumberger Water Services (Netherlands) B.V.	MICRODIVER

<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.

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<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Van Essen Instruments B.V. <sup>2</sup>	Benelux <sup>1</sup>	613649	September 10, 1997	September 10, 1997	Schlumberger Water Services (Netherlands) B.V.	SEWER

Pending Trademark Application –

Name of Loan Party	Jurisdiction	Application No.	Filing Date	Applicant	Mark
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	85/490,852	December 8, 2011	Nova Metrix Ground Monitoring (Canada) Ltd.	VMOD FLEX
Van Essen Instruments B.V. <sup>2</sup>	Brazil <sup>1</sup>	824475216	April 8, 2012	Schlumberger Water Services (Netherlands) B.V.	DIVER
Van Essen Instruments B.V. <sup>2</sup>	China <sup>1</sup>	9092004	January 26, 2011	Schlumberger Water Services (Netherlands) B.V.	DIVER

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<sup>1</sup> Recordal of name change to Van Essen Instruments B.V. still to be filed.