

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement Supplement No. 1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Neptune-Benson, LLC		04/15/2016	Limited Liability Company: DELAWARE
Engineered Treatment Systems, LLC		04/15/2016	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	76571653	DEFENDER
Serial Number:	85790145	DEFENDER ASSERO
Serial Number:	77606079	DRAIN THE DECK
Serial Number:	86658933	EZ STRAINER
Serial Number:	75477677	G DRAIN THE DECK
Serial Number:	75152711	GRATE TECHNOLOGIES
Serial Number:	77321561	LAWSON AQUATICS
Serial Number:	85607474	NEPTUNE-BENSON
Serial Number:	86486328	OBSESSED WITH CLEAN WATER
Serial Number:	86658991	ODYSSEY
Serial Number:	77082298	OPTISAND
Serial Number:	86194669	PROSTRAINER
Serial Number:	86362664	REUSE DISINFECTION SIMPLIFIED
Serial Number:	77321488	QUIET-FLOW
Serial Number:	77321404	SUPERGRIP
Serial Number:	75088882	VORTISAND

OP \$440.00 76571653

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86232409	VORTISAND H2F

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

ATTORNEY DOCKET NUMBER:	F162583
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	04/19/2016

Total Attachments: 11

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**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 1 (this “*IP Security Agreement Supplement*”) dated as of April 15, 2016, is among the Person listed on the signature page hereof (the “*Grantor*”) and Credit Suisse AG, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EWT Holdings III Corp., a Delaware corporation, has entered into a Second Lien Credit Agreement, dated as of January 15, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, (the “*Credit Agreement*”), with EWT Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto, Credit Suisse AG, as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated as of January 15, 2014 among the Grantor, such other Persons and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, including by that certain Second Lien Security Agreement Supplement No. 1, dated as of the date hereof, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated as of January 15, 2014 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Additional Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable

federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and/or all of the foregoing or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Second Lien Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all Second Lien Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended,

amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Second Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of January 15, 2014 (as amended,

restated, amended and restated, supplemented or otherwise modified from time to time), among Holdings, the Borrower, the lenders from time to time party thereto and Credit Suisse AG, as administrative agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of January 15, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Credit Suisse AG, as First Lien Administrative Agent, Credit Suisse AG, as Second Lien Administrative Agent, EWT Holdings II Corp. and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEPTUNE RENSON, LLC

By 

Name: Vince Grieco
Title: Secretary

ENGINEERED TREATMENT SYSTEMS,
LLC

By 

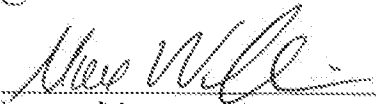
Name: Vince Grieco
Title: Secretary

Address for Notices:

c/o EWT Holdings III Corp.
181 Thorn Hill Road
Warrendale, PA 15086

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By  _____
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By  _____
Name: Max Wallins
Title: Authorized Signatory

Schedule A
IP Security Agreement Supplement

PATENTS AND PATENT APPLICATIONS

<i>Title</i>	<i>Application No./ Patent No.</i>	<i>Date of Application/Issuance</i>	<i>Grantor</i>
MEDIA BED FILTERS FOR FILTERING FINE PARTICLES FROM A RAW LIQUID FLOW AND METHOD OF USING THE SAME	13/943,323	July 16, 2013	Neptune-Benson, LLC
FLUID STRAINER ASSEMBLY	7,282,142	October 16, 2007	Neptune-Benson, LLC
FLUID STRAINER ASSEMBLY	8,038,879	October 18, 2011	Neptune-Benson, LLC
MULTI-SEGMENTED TUBE SHEET	9,149,742	October 6, 2015	Neptune-Benson, LLC
MULTI-SEGMENTED TUBE SHEET	9,127,896	September 8, 2015	Neptune-Benson, LLC
ADVANCED OXIDATION SYSTEM AND METHOD IN A UV REACTOR WITH ELECTRODE	14/229,775	March 28, 2014	Neptune-Benson, LLC
MULTI-SEGMENTED TUBE SHEET	14/830,956	August 20, 2015	Neptune-Benson, LLC
MULTI-SEGMENTED TUBE SHEET	14/830,994	August 20, 2015	Neptune-Benson, LLC

STRAINER AND STRAINER CONTROL SYSTEM Our Ref.: 03447	14/799,202	July 14, 2015	Neptune- Benson, LLC
MULTI- SEGMENTED TUBE SHEET	15/050,934	February 23, 2016	Neptune- Benson, LLC
MULTI- SEGMENTED TUBE SHEET	15/050,985	February 23, 2016	Neptune- Benson, LLC

Schedule B
IP Security Agreement Supplement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Grantor
DEFENDER	76571653	Neptune-Benson, LLC
DEFENDER ASSERO	85790145	Neptune-Benson, LLC
DRAIN THE DECK	77606079	Neptune-Benson, LLC
EZ STRAINER	86658933	Neptune-Benson, LLC
G DRAIN THE DECK	75477677	Neptune-Benson, LLC
GRATE TECHNOLOGIES	75152711	Neptune-Benson, LLC
LAWSON AQUATICS	77321561	Neptune-Benson, LLC
NEPTUNE-BENSON	85607474	Neptune-Benson, LLC
OBSESSED WITH CLEAN WATER	86486328	Neptune-Benson, LLC
ODYSSEY	86658991	Neptune-Benson, LLC
OPTISAND	77082298	Neptune-Benson, LLC
PROSTRAINER	86194669	Neptune-Benson, LLC
REUSE DISINFECTION SIMPLIFIED	86362664	Engineered Treatment Systems, LLC
QUIET-FLOW	77321488	Neptune-Benson, LLC
SUPERGRIP	77321404	Neptune-Benson, LLC
VORTISAND	75088882	Neptune-Benson, LLC
VORTISAND H2F	86232409	Neptune-Benson, LLC

REGISTERED COPYRIGHTS

None.

**Schedule D
IP Security Agreement Supplement**

EXCLUSIVE COPYRIGHT LICENSES

None.