

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHAPE TECHNOLOGIES GROUP, INC.		06/10/2016	Corporation:
KMT WATERJET SYSTEMS, INC.		06/10/2016	Corporation:
H2O JET, INC.		06/10/2016	Corporation:
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 S. 6th street		
Internal Address:	suite 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86770673	SHAPE TECHNOLOGIES GROUP	
Serial Number:	86879109	KMT	
Registration Number:	3210161	IWP	
Registration Number:	3221314	INTERNATIONAL WATERJET PARTS	
Registration Number:	3221313	IWP	
CORRESPONDENCE DATA			
Fax Number:	6172359492		
<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:	212-596-9167		
Email:	Gary.Lee@ropesgray.com		
Correspondent Name:	Gary Lee		
Address Line 1:	Ropes & Gray LLP, 1211 Avenue of America		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	109764-0009-006		

CH \$140.00 86770673

NAME OF SUBMITTER:	Gary Lee
SIGNATURE:	/Gary Lee/
DATE SIGNED:	06/23/2016
Total Attachments: 8 source=IP Security Agreement - Trademark#page1.tif source=IP Security Agreement - Trademark#page2.tif source=IP Security Agreement - Trademark#page3.tif source=IP Security Agreement - Trademark#page4.tif source=IP Security Agreement - Trademark#page5.tif source=IP Security Agreement - Trademark#page6.tif source=IP Security Agreement - Trademark#page7.tif source=IP Security Agreement - Trademark#page8.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of June 10, 2016, by each of the undersigned (collectively, the "Grantors"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of January 31, 2014 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Notes Security Agreement"), among WATERJET HOLDINGS, INC., a Delaware corporation, THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

WHEREAS, each Grantor is required to execute and deliver to the Notes Collateral Agent this Trademark Security Agreement for the benefit of the Notes Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Notes Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Notes Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent and its successors and assigns, for the benefit of the Notes Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. NOTES SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Notes Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall

constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Notes Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Wilmington Trust, National Association, as Notes Collateral Agent, pursuant to this Trademark Security Agreement and the Notes Security Agreement in any Collateral, and the exercise of any right or remedy by Wilmington Trust, National Association, as Notes Collateral Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the ABL Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHAPE TECHNOLOGIES GROUP, INC.
KMT WATERJET SYSTEMS, INC.
H2O JET, INC.

By:  _____
Name: Toby Williamson
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: _____
Name:
Title:

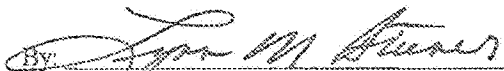
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHAPE TECHNOLOGIES GROUP, INC.
KMT WATERJET SYSTEMS, INC.
H2O JET, INC.

By: _____
Name: Toby Williamson
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By:  _____
Name: Lynn M. Steiner
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

Company Name	Title	Application Number and Date	Registration Number and Date	Country
Shape Technologies Group, Inc.	SHAPE TECHNOLOGIES GROUP	86/770673 9/28/2015		U.S.
KMT Waterjet Systems, Inc.	KMT	86/879109 1/19/2016		U.S.
H2O Jet, Inc.	IWP Logo	78529504 12/8/2004	3221313 3/27/2007	U.S.
H2O Jet, Inc.	IWP	78529504 12/8/2004	3210161 2/20/2007	U.S.
H2O Jet, Inc.	International Waterjet Parts	78529509 12/8/2004	3221314 3/27/2007	U.S.

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated June 10, 2016 (this "Pledge Supplement"), is delivered by SHAPE TECHNOLOGIES GROUP, INC., a Delaware Corporation, FLOW INTERNATIONAL CORPORATION, a Washington Corporation, H2O JET, INC., a Washington Corporation and KMT WATERJET SYSTEMS, INC., a Delaware Corporation ("Grantors"), pursuant to Section 4.6(b)(vii) of the Pledge and Security Agreement, dated as of January 31, 2014 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the "Security Agreement"), among WATERJET HOLDINGS, INC., a Delaware corporation, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Notes Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantors hereby notify the Notes Collateral Agent that Grantors have filed (directly or through any agent, employee, licensee, or designee of Grantor), acquired (by purchase or assignment) or otherwise obtained the United States Patent, Trademark and/or Copyright applications or registrations set forth on the Supplement to Sections 15, 16 and/or 17 of the Perfection Certificate, as applicable, attached hereto.

Grantors do hereby confirm the grant to the Notes Collateral Agent and its successors and assigns, for the benefit of the Notes Secured Parties, set forth in the Security Agreement of a continuing lien on and security interest in all of Grantors' right, title and interest in, to and under all Collateral owned by Grantors as security for the payment and performance in full of the Secured Obligations, in each case whether now or hereafter existing or in which Grantors now have or hereafter acquire any right, title or interest and wherever the same may be located. Grantors represent and warrant that the attached supplements to the Perfection Certificate accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agree that such supplements constitute part of the Perfection Certificate.

From and after the execution and delivery hereof by Grantors, this Pledge Supplement shall constitute a "Notes Document" for all purposes of the Security Agreement and the other Notes Documents and shall constitute a "Notes Document" for all purposes of the Indenture.

THIS PLEDGE SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Notwithstanding anything herein to the contrary, the liens and security interests granted to Wilmington Trust, National Association, as Notes Collateral Agent, pursuant to this Pledge Supplement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Wilmington Trust, National Association, as Notes Collateral Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the ABL Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Pledge Supplement, the terms of the ABL Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantors have caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

SHAPE TECHNOLOGIES GROUP, INC.
FLOW INTERNATIONAL CORPORATION
KMT WATERJET SYSTEMS, INC.
H2O JET, INC.

By:  _____
Name: Toby Williamson
Title: Chief Financial Officer

Supplement to Schedule 15 of Perfection Certificate (Trademarks)

Company Name	Title	Application Number and Date	Registration Number and Date	Country
Shape Technologies Group, Inc.	SHAPE TECHNOLOGIES GROUP	86/770673 9/28/2015		U.S.
KMT Waterjet Systems, Inc.	KMT	86/879109 1/19/2016		U.S.
H2O Jet, Inc.	IWP Logo	78529504 12/8/2004	3221313 3/27/2007	U.S.
H2O Jet, Inc.	IWP	78529504 12/8/2004	3210161 2/20/2007	U.S.
H2O Jet, Inc.	International Waterjet Parts	78529509 12/8/2004	3221314 3/27/2007	U.S.

Supplement to Schedule 17 of Perfection Certificate (Patents)

Company Name	Title	Application Number and Date	Registration Number and Date	Country
Flow International Corporation	FLUID DISTRIBUTION COMPONENTS OF HIGH-PRESSURE FLUID JET SYSTEMS	15/005797 01/25/2016		U.S.
Flow International Corporation	REGULATOR VALVE ASSEMBLY AND COMPONENTS THEREOF	62/296423 02/17/2016		U.S.
Flow International Corporation	LAND CULTIVATING SYSTEMS AND METHODS UTILIZING HIGH-PRESSURE FLUID JET CUTTING TECHNIQUES	15/136623 04/22/2016		U.S.
H2O Jet, Inc.	ABRASIVE CUTTING HEAD	09/844113 04/25/2001	6601783 8/5/2003	U.S.