

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHAPE TECHNOLOGIES GROUP, INC.		06/10/2016	Corporation: DELAWARE
KMT Waterjet Systems, Inc.		06/10/2016	Corporation: DELAWARE
H2O Jet, Inc.		06/10/2016	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank, as Agent		
<b>Street Address:</b>	300 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Utah State Bank: UTAH		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86770673	SHAPE TECHNOLOGIES GROUP	
<b>Serial Number:</b>	86879109	KMT	
<b>Registration Number:</b>	3221313	IWP	
<b>Registration Number:</b>	3210161	IWP	
<b>Registration Number:</b>	3221314	INTERNATIONAL WATERJET PARTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	John Salvage		
<b>Address Line 1:</b>	4400 Easton Commons Way Suite 125		
<b>Address Line 2:</b>	CT Corporation system		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	John Salvage		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	06/27/2016		

OP \$140.00 86770673

**Total Attachments: 7**

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## 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 ALLY BANK, as 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 "Security Agreement"), among SHAPE TECHNOLOGIES GROUP, INC. (formerly known as WATERJET HOLDINGS, INC.) a Delaware corporation, THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and ALLY BANK, as Agent.

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

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the 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 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 Agent and its successors and assigns, for the benefit of the Revolving 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. 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 Agent, for the benefit of the Revolving Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the 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 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 Ally Bank, as Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally Bank, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the 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 Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the 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:

ALLY BANK,  
as 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:

ALLY BANK,  
as Agent

By:  \_\_\_\_\_  
Name: Michael O'Connor  
Title: Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS AND REGISTRATIONS

<b>Company Name</b>	<b>Title</b>	<b>Application Number and Date</b>	<b>Registration Number and Date</b>	<b>Country</b>
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.