

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seattle Metrics, Inc.		08/26/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Babson Capital Finance LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3920		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4842445	JWAVE	
Registration Number:	1551761	INW	
Registration Number:	1667452	AQUISTAR	
Registration Number:	3047647	WAVEDATA	
Registration Number:	2048228	SEAMETRICS	
Registration Number:	4970098	ECOPRO	
Serial Number:	87091627	WATER SOLUTIONS FOR LIFE	
Registration Number:	1536200	INSTRUMENTATION NORTHWEST	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	14044-3		

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NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	09/05/2016
Total Attachments: 6 source=Onicon_Trademark_Security_Agreement_(Seattle_Metrics) 090216#page1.tif source=Onicon_Trademark_Security_Agreement_(Seattle_Metrics) 090216#page2.tif source=Onicon_Trademark_Security_Agreement_(Seattle_Metrics) 090216#page3.tif source=Onicon_Trademark_Security_Agreement_(Seattle_Metrics) 090216#page4.tif source=Onicon_Trademark_Security_Agreement_(Seattle_Metrics) 090216#page5.tif source=Onicon_Trademark_Security_Agreement_(Seattle_Metrics) 090216#page6.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Seattle Metrics, Inc., a Washington profit corporation (herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of April 21, 2015 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Onicon Incorporated, a Florida corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Babson Capital Finance LLC, as administrative agent for the Lenders (the “Administrative Agent”); and

WHEREAS, pursuant to the terms of the Amended and Restated Guaranty and Security Agreement dated as of April 21, 2015 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among the Grantor, the other grantors party thereto and Babson Capital Finance LLC, as agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement) of Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 hereto, but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties

for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms and accomplish the purposes of the Collateral Agreement (subject to the terms and provisions thereof).

Except to the extent not prohibited in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

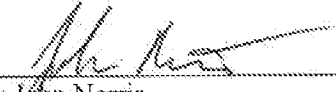
This Trademark Security Agreement shall be governed by the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26th day of August, 2016.

[Signature Page Follows]


SEATTLE METRICS INC.,
a Washington Profit Corporation

By: 
Name: John Norris
Title: President

ACKNOWLEDGED:

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: Babson Capital Management LLC
Its: Manager

By: 
Name: Mark Flechner
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

U.S. Trademarks of the Grantor

<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
JWAVE	U.S.	86/368,455 4,842,445	08/15/2014 10/27/2015	Seattle Metrics Inc.
INW	U.S.	73/770,307 1,551,761	12/19/1988 08/15/1989	Seattle Metrics Inc.
AQUISTAR	U.S.	74/120,250 1,667,452	12/03/1990 12/10/1991	Seattle Metrics Inc.
WAVEDATA	U.S.	76/593,710 3,047,647	05/24/2004 01/24/2006	Seattle Metrics Inc.
SEAMETRICS	U.S.	74/667,831 2,048,228	05/01/1995 03/25/1997	Seattle Metrics Inc.
ECOPRO	U.S.	86/562,559 4,970,098	03/12/2015 05/31/2016	Seattle Metrics Inc.
WATER SOLUTIONS FOR LIFE	U.S.	87/091,627	05/24/2016	Seattle Metrics Inc.
INSTRUMENTATION NORTHWEST	U.S.	73/733,800 1,536,200	06/13/1988 04/25/1989	Seattle Metrics Inc.