

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sabre Intellectual Property Holdings LLC		09/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovatus Capital Partners, LLC		
Street Address:	777 Third Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4343659	CLEANTREAT	
Registration Number:	4760444		
Registration Number:	4167187	DIKLOR	
Registration Number:	3760941	DIKLOR-S	
Registration Number:	4920911	SABRE	
Registration Number:	4891664	SABRE	
Registration Number:	4920912	SABRE	
Serial Number:	86980100	SABRESTIM	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058905-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$215.00 4343659

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	09/06/2016
Total Attachments: 10 source=Sabre - IP Security Agreement#page1.tif source=Sabre - IP Security Agreement#page2.tif source=Sabre - IP Security Agreement#page3.tif source=Sabre - IP Security Agreement#page4.tif source=Sabre - IP Security Agreement#page5.tif source=Sabre - IP Security Agreement#page6.tif source=Sabre - IP Security Agreement#page7.tif source=Sabre - IP Security Agreement#page8.tif source=Sabre - IP Security Agreement#page9.tif source=Sabre - IP Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 6, 2016 by and among Sabre Energy Services, LLC, a New York limited liability company, Biowall, LLC, a Delaware limited liability company, Sabre Intellectual Property Holdings LLC, a Delaware limited liability company, and Sabre Companies LLC, a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors"), and Innovatus Capital Partners, LLC (the "Secured Party").

RECITALS

A. The Secured Party has agreed to make a loan to the Grantors (the "Loan") in the amounts and manner set forth in that certain Secured Note by and among the Grantors and the Secured Party dated as of September 6, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"; unless otherwise indicated herein, capitalized terms used herein are used as defined in the Note or in the Security Agreement referred to below). The Secured Party is willing to make the Loan to the Grantors, but only upon the condition, among others, that the Grantors shall grant to the Secured Party a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

B. Pursuant to the terms of that certain Security Agreement, dated as of September 6, 2016 (the "Security Agreement"), Grantors have granted to the Secured Party, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledged to the Secured Party, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance in full of all of the Obligations, each Grantor grants to the Secured Party a continuing security interest in, and pledges to the Secured Party, all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Each Grantor hereby authorizes the Secured Party to (a) modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note and the other Loan Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Note or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Note or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous


or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:


SABRE ENERGY SERVICES, LLC

By: 
Name: _____
Title: John Young Mason, Chairman & CEO


BIOWALL, LLC

By: 
Name: _____
Title: John Young Mason, Chairman & CEO

SABRE INTELLECTUAL PROPERTY HOLDINGS LLC

By: 
Name: _____
Title: _____

John Young Mason, Chairman & CEO
SABRE COMPANIES LLC

By: 
Name: _____
Title: John Young Mason, Chairman & CEO
Address: _____

Sabre Energy Services, LLC
Biowall, LLC
Sabre Intellectual Property Holdigns LLC
Sabre Companies LLC
1891 New Scotland Road
Slingerlands, New York 12159

SECURED PARTY:

INNOVATUS CAPITAL PARTNERS, LLC

By:  _____

Name: *Andrew Hession*

Title: *President + CEO*

Address:

Innovatus Capital Partners, LLC
777 Third Avenue, 19th Floor
New York, NY 10017

[Signature Page of Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>
Odor Control In Industrial Lagoons	08/853,656 5/9/1997	5,861,096 1/19/1999
Chlorine Dioxide Generator / Method of Generating Aqueous Chlorine Dioxide	09/637,798 8/11/2000	6,468,479 10/22/2002
Chlorine Dioxide Generator / Method of Generating Aqueous Chlorine Dioxide	10/274,932 10/21/2002	6,645,457 11/11/2003
Method Of Treating with Chlorine Dioxide	11/131,021 5/16/2005	7,678,388 3/16/2010
Methods Of Using Chlorine Dioxide As A Fumigant	11/270,973 11/11/2005	7,807,101 10/5/2010
Decontamination of Enclosed Space Using Gaseous Chlorine Dioxide	12/769,471 4/28/2010	8,192,684 6/5/2012
Chlorine Dioxide Precursor And Methods Of Using Same	13/427,544 3/22/2012	8,703,656 4/22/2014
Decontamination of Enclosed Space Using Gaseous Chlorine Dioxide	13/466,708 5/8/2012	8,741,223 6/3/2014
Chlorine Dioxide Precursor And Methods Of Using Same	13/761,721 2/7/2013	8,609,594 12/17/2013
Apparatus And Process For Focused Gas Phase Application Of Biocide	13/836,721 3/15/2013	(20140271355)
Method And System For Treatment Of Produced Water And Fluids With Chlorine Dioxide	13/837,936 3/15/2013	9,238,587 1/19/2016
Reactor	29/461,123 7/18/2013	D702,628 4/15/2014
Venturi	29/461,124 7/18/2013	D726,105 4/7/2015

<u>Description</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>
Flooding Operations Employing Chlorine Dioxide	14/031,259 9/19/2013	8,789,592 7/29/2014
Fracturing Operations Employing Chlorine Dioxide	14/031,252 9/19/2013	8,991,500 3/31/2015
Method And System For Treatment Of Produced Water And Fluids With Chlorine Dioxide	14/776,403 3/17/2014	(20160060148)
Flooding Operations Employing Chlorine Dioxide	14/318,438 6/27/2014	8,997,862 4/7/2015
Chlorine Dioxide Precursor And Methods Of Using Same	14/550,565 11/21/2014	(20150076401)
Flooding Operations Employing Chlorine Dioxide	14/587,671 12/31/2014	(20150114650)
Treatment Fluids Comprising Viscosifying Agents and Methods of Using the Same	14/595,459 1/13/2015	(20150197686)
Chlorine Dioxide Precursor And Methods Of Using Same	14/958,381 12/3/2015	(20160221826)
Method And System For Treatment Of Produced Water And Fluids With Chlorine Dioxide	14/963,321 12/9/2015	(20160090315)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>
CLEANTREAT	85558673 02-MAR-2012	4343659 28-MAY-2013
	86511375 22-JAN-2015	4760444 23-JUN-2015
DIKLOR	85456427 26-OCT-2011	4167187 03-JUL-2012
DIKLOR-S	77794075 31-JUL-2009	3760941 16-MAR-2010
SABRE	86532054 11-FEB-2015	4920911 22-MAR-2016
SABRE	86511351 22-JAN-2015	4891664 26-JAN-2016
	86532064 11-FEB-2015	4920912 22-MAR-2016
SABRESTIM	86980100 20-JAN-2015	

EXHIBIT D

Mask Works

None.