

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYDROPOINT DATA SYSTEMS, INC.		07/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	50 West San Fernando Street, Suite 850		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86822682	WATER COMPASS	
Registration Number:	4467703	WEATHERTRAK FLOWLINK	
Serial Number:	85754464	360° SMART WATER MANAGEMENT SOLUTIONS	
Serial Number:	85753213	SMART WATER MANAGEMENT	
Registration Number:	4270657	WEATHERTRAK WIRELESSFLOW	
Registration Number:	4457965	THE PROVEN LEADER IN SMART IRRIGATION	
Registration Number:	3256986	WEATHERTRAK ET PRO	
Registration Number:	3319838	HYDROPOINT DATA SYSTEMS, INC.	
Registration Number:	3262415	HYDROPOINT	
Registration Number:	3256984	ET EVERYWHERE	
Registration Number:	3967548	SMART YARD	
Registration Number:	4317436	SMART YARD	
Registration Number:	3624906	SMART WATER MANAGEMENT	
Registration Number:	3301173	WEATHERTRAK	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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>			

OP \$365.00 86822682

Phone: (650) 648-3802
Email: patty@pattycheng.com
Correspondent Name: Patty Cheng
Address Line 1: 2625 MIDDLEFIELD ROAD, SUITE 215
Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 09/21/2016

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 21, 2016 by and between **HYDROPOINT DATA SYSTEMS, INC.**, a Delaware corporation ("Grantor") and **AVIDBANK**, a California corporation ("Bank").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Baseline, Inc. and Grantor (as amended from time to time, the "**Loan Agreement**") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

1720 Corporate Circle
Petaluma, CA 94954
Attn: Chris Spain - CEO

HYDROPOINT DATA SYSTEMS, INC.

By:  _____


Print Name: CHRIS SPAIN

Title: CEO

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Jon Krogstad

AVIDBANK

By:  _____

Print Name: JON KROGSTAD

Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B**Patents**Please Check Box if No Patents Exist

Title	Serial/ Patent Number	Application/ Issue Date
Controlling a resource demand system	8,712,592	April 29, 2014
Calculating an ET value for an irrigation area	7,430,458	September 30, 2008
Method and system for controlling irrigation using computed evapotranspiration values	7,337,042	February 26, 2008
Method and system for providing offset to computed evapotranspiration values	7,305,280	December 4, 2007
Method and system for controlling an irrigation scheduling engine using computed evapotranspiration values	7,216,020	May 8, 2007
System and method for facilitating control of irrigation systems	7,182,272	February 27, 2007
Method and system for controlling irrigation using computed evapotranspiration values	12/001919	December 13, 2007
Electronic controller for sprinkler systems	4,962,522	October 9, 1990
Method and apparatus for irrigation control using evapotranspiration	5,208,855	May 4, 1993

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
WATER COMPASS	86822682	November 17, 2015
WEATHERTRAK WIRELESSFLOW	85977549	February 28, 2011*
WEATHERTRAK FLOWLINK	4467703	January 14, 2014
360° SMART WATER MANAGEMENT SOLUTIONS	85754464	October 15, 2012
SMART WATER MANAGEMENT	85753213	October 12, 2012
WEATHERTRAK WIRELESSFLOW	4270657	January 8, 2013
THE PROVEN LEADER IN SMART IRRIGATION	4457965	December 31, 2013
WEATHERTRACK WIRELESSFLOW	85433207	September 27, 2011*
THE CONTROLLER IS SMART. THE SERVICE IS GENIUS.	3276907	August 7, 2007*
WEATHERTRAK ET PRO	3256986	June 26, 2007
WEATHERTRAK ETPLUS	3256985	June 26, 2007*
HYDROPOINT DATA SYSTEMS, INC.	3319838	October 23, 2007
HYDROPOINT	3262415	July 10, 2007
ET EVERYWHERE DATA SERVICE	3259252	July 3, 2007*
ET EVERYWHERE	3256984	June 26, 2007
ETCONTROLLER	78772680	December 13, 2005*
SCHEDULING ENGINE	78593817	March 23, 2005*
SMART YARD	3967548	May 24, 2011
SMART YARD	4317436	April 9, 2013
SMART WATER MANAGER	77679215	February 26, 2009*
SMART WATER MANAGEMENT	3624906	May 19, 2009
WEATHERTRAK ET PRO2 CENTRAL	3549403	December 23, 2008*
SUSTAINABILITY 2.0	3693565	October 6, 2009*
WEATHERTRAK	3301173	October 2, 2007
THE PROVEN LEADER IN SMART IRRIGATION	3266614	July 17, 2007*
THE PROVEN LEADER IN SMART IRRIGATION	3266613	July 17, 2007*
WATER NOC	77283549	September 19, 2007*
WATER NOC	77283480	September 19, 2007*
WEATHERTRAK PRO2 CENTRAL	77078378	January 8, 2007*
WEATHERTRAK	2424232	January 23, 2001*

*Indicates dead, abandoned or cancelled trademark