

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404948

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Droplet Measurement Technologies, LLC		11/08/2016	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	First Merchants Bank
Street Address:	10333 North Meridian Street
Internal Address:	Suite 350
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46290
Entity Type:	State banking institution: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4173944	DROPLET MEASUREMENT TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 3176361507
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.
Phone: 3172386304
Email: rgoode@kdlegal.com
Correspondent Name: Robert J. Goode
Address Line 1: One Indiana Square
Address Line 2: Suite 2800
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Robert J. Goode
SIGNATURE:	/Robert J. Goode/
DATE SIGNED:	11/09/2016

Total Attachments: 4

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OP \$40.00 4173944

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of November 8, 2016, by **DROPLET MEASUREMENT TECHNOLOGIES, LLC** (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Three Million and No/100 Dollars (\$3,000,000.00) (collectively, the "Loan") made by Lender to Grantor pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Three Million and No/100 Dollars (\$3,000,000.00) together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 1** and any trademark licensed under any trademark license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby

acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

[the remainder of this page left intentionally blank]

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

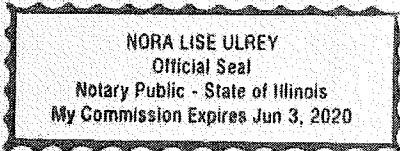
DROPLET MEASUREMENT TECHNOLOGIES, LLC

By: *Benjamin Riefe*
Benjamin Riefe, Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Benjamin Riefe, the Secretary of Droplet Measurement Technologies, LLC, a Delaware limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 7th day of November, 2016.



Nora Lise Ulrey
Notary Public
Nora Lise Ulrey
Notary Public (Printed)

My Commission Expires:

June 3rd, 2020

My County of Residence:

Cook

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

1. DROPLET MEASUREMENT TECHNOLOGIES United States of America Reg. No. 4,173,944 registered on July 17, 2012 from Serial No. 85-318,034 filed May 11, 2011. Owned by Droplet Measurement Technologies, Inc.
2. DROPLET MEASUREMENT TECHNOLO Colorado Tradename Reg. No. L10-59951-000 registered on February 8, 1988.