

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HydroWorx International, Inc.		12/16/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Byline Bank, as Administrative Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3474829	HYDROWORX	
Registration Number:	3474830	HYDROWORX	
Registration Number:	2761101	IT JUST WORX BETTER	
Serial Number:	87089545	EMPOWERED BY WATER	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	12/16/2016		
Total Attachments: 15			
source=HydroWorx (IPSA)#page1.tif			
source=HydroWorx (IPSA)#page2.tif			

OP \$115.00 3474829

source=HydroWorx (IPSA)#page3.tif
source=HydroWorx (IPSA)#page4.tif
source=HydroWorx (IPSA)#page5.tif
source=HydroWorx (IPSA)#page6.tif
source=HydroWorx (IPSA)#page7.tif
source=HydroWorx (IPSA)#page8.tif
source=HydroWorx (IPSA)#page9.tif
source=HydroWorx (IPSA)#page10.tif
source=HydroWorx (IPSA)#page11.tif
source=HydroWorx (IPSA)#page12.tif
source=HydroWorx (IPSA)#page13.tif
source=HydroWorx (IPSA)#page14.tif
source=HydroWorx (IPSA)#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") dated as of December 16, 2016, is made by and among **HYDROWORX INTERNATIONAL, INC.**, a Pennsylvania corporation, **HYDROWORX MERGER SUB, LLC**, a Pennsylvania limited liability company and **HYDROWORX HOLDINGS, INC.**, a Pennsylvania corporation (individually and/or collectively, "**Borrower**"), in favor of **BYLINE BANK** in its capacity as administrative and collateral agent for certain lenders (in such capacities, together with its successors and assigns, "**Agent**").

WITNESSETH:

WHEREAS, Borrower, the other guarantors party thereto, the financial institutions party thereto as lenders (the "**Lenders**"), and Agent are parties to a certain Revolving Credit and Term Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which provides for Lenders to make certain revolving loans and a term loan to, and for the benefit of, Borrower.

WHEREAS, to secure Borrower's obligations under the Credit Agreement, Borrower is required to grant to Agent, for the benefit of the Lenders and the Agent, a security interest in substantially all of Borrower's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the making of the loans thereunder by Agent and Lenders that Borrower execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms from Credit Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Borrower to Agent and Lenders under the Credit Agreement and Loan Documents, including, without limitation, all of the Obligations (collectively, the "**Obligations**"), Borrower hereby grants a first priority perfected security interest and lien to Agent for the benefit of Lenders and Agent having priority over all other security interests and liens, with power of sale, upon the occurrence of an Event of Default, in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached

hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "**Trademark**" and, collectively, as the "**Trademarks**"); provided, however, that the Trademarks shall not include any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law and, after such period, such interest in such trademark or service mark application shall be subject to a security interest in favor of the Agent and shall be included in the Trademarks; and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement and excluding software licenses) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as the "**Licenses**"); and

(iv) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described

in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "*Copyrights*"; and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "*Trade Secrets*").

3. Representations and Warranties. Borrower hereby represents and warrants to Agent and the Lenders, which representations and warranties shall survive the execution and delivery of this Agreement, that as of the date hereof:

(i) To the Borrower's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to the Borrower's business is valid and enforceable, and the Borrower has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Borrower not to sue third persons, except for any applicable Permitted Encumbrances;

(iv) Borrower has adopted, used and is currently using all of the Trademarks, and to the Borrower's knowledge, Borrower's use thereof does not infringe the intellectual property rights of any Person;

(v) Borrower has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Borrower has the unqualified right to execute and deliver this Agreement and perform its terms, this Agreement has been executed and delivered by a duly authorized officer of the Borrower, and this Agreement is a legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) No trademark opposition or cancellation proceedings have been filed with the United States Patent and Trademark Office against any of the Trademarks within the prior five years;

(viii) The Licenses listed on Exhibit C, complete copies of which have been provided to Agent, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To the Borrower's best knowledge, each of the Licenses listed on Exhibit C is in full force and effect and has not been amended or abrogated and there is no default under any of such listed Licenses; and

(ix) To the best knowledge of Borrower, none of the material Intellectual Property infringes upon the rights or property of any other Person or is currently being challenged and there are no pending or, to the knowledge of the Borrower, threatened in writing claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Borrower agrees that until all Obligations shall have been satisfied and paid in full in cash and the Credit Agreement shall have been terminated, Borrower shall not, without the prior written consent of the Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of the Borrower's business), and Borrower further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Agent under this Agreement.

5. New Intellectual Property. Borrower hereby represents and warrants to Agent and the Lenders that the Intellectual Property listed on Exhibits A, B, C and D, respectively, constitute all of the Intellectual Property registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress now owned by Borrower. If, before all Obligations shall have been satisfied in full in cash or before the Credit Agreement has been terminated, Borrower shall (i) become aware of any such existing Intellectual Property of which Borrower has not previously informed the Agent, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any such Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Borrower shall give to the Agent prompt written notice thereof. Borrower hereby authorizes the Agent to modify this Agreement by amending Exhibits A, B, C and D, as applicable, to include any such Intellectual Property, and to file or refile this Agreement with the U.S. Patent and Trademark Office and the U.S. Copyright Office or Library of Congress. Upon the Agent's reasonable request, Borrower agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve the Agent's security interest in Borrower's Patents, Trademarks and Copyrights to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress that are added to Exhibits A, B, C and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) the indefeasible payment in full in cash of all Obligations and the termination of the Credit Agreement. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Agent of all

Intellectual Property shall be worldwide and as extensive as the rights of Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from the Agent to Borrower. Upon the occurrence and during the continuance of any Event of Default, and provided that the Agent has acquired such Intellectual Property through the exercise of the Agent's remedies in accordance with the UCC (to the extent applicable) and any other applicable law, Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to the Agent as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to the Agent as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to the Agent as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Agent's Right to Inspect; Trademark Quality Control. Subject to Section 5.7 of the Credit Agreement, the Agent shall have the right, during normal business hours and prior to payment in full in cash of all Obligations and termination of the Credit Agreement, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Borrower agrees (i) to maintain in all material respects the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide the Agent, upon the Agent's reasonable request from time to time, with a certificate of an officer of Borrower certifying, on behalf of Borrower, Borrower's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such additional product quality controls as the Agent, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred and the Agent has acquired such Intellectual Property through the exercise of the Agent's remedies in accordance with the UCC (if applicable) or other applicable law, the Agent agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order or as otherwise provided in Section 9.13 of the Credit Agreement.

9. Release of Agreement. Upon the payment in full in cash of the Obligations, and the full and final termination of any commitment to extend any loan or financial

accommodations under the Credit Agreement, this Agreement shall terminate, and the Agent shall execute and deliver any document or instrument (in recordable form, as applicable) reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence or confirm termination of the security interest granted by Borrower to the Agent hereunder. At such time, Borrower shall be entitled to file or record such instruments and documents as may be necessary or advisable to evidence or confirm the termination of the Agent's security interest provided hereby.

10. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by the Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances (other than Permitted Liens) or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Interest rate.

11. Duties of Borrower. Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full in cash and the Credit Agreement has been terminated, (ii) to make application on unpatented but material patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the material Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Borrower in its Trademarks), and (iv) to ensure that the material Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower. Borrower shall not knowingly and unreasonably abandon any right to file any patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, in each case to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress without the prior written consent of the Agent, which consent shall not be unreasonably withheld or delayed.

12. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress, and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by the Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify

the Agent (and each Lender and each Related Party of the Agent and Lenders, if and as applicable) for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Agent (or any Lender or any Related Party of the Agent and Lenders, if and as applicable) in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Borrower and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of the Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes the Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Agent deems to be in the best interest of the Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any Person, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full in cash and the Credit Agreement has been terminated.

17. Indemnification. Borrower hereby agrees to and shall defend, indemnify, save, and hold the Agent, each Lender and each Related Party of the Agent and Lenders harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any Person arising out of or relating to this Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by the Agent as a result of or in any way arising out of, following, or consequential to this Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by the Agent because of its willful misconduct or gross negligence as determined by a final and nonappealable decision of a court of competent

jurisdiction. The indemnification obligations of Borrower provided hereby shall survive the termination of this Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of the Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Agreement or any of Borrower's obligations hereunder without the prior written consent of the Agent.

19. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles that would require the application of any other laws.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding as a signed original for all purposes.

21. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement will be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Borrower.

22. Survival of Representations. All representations and warranties of Borrower contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Credit Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the reasonable request of the Agent taking into account the relative expense involved, at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Borrower, Borrower shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by the Agent to collaterally assign any and all of Borrower's material foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of the Agent. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications, without any action required by any Person.

24. Venue: Jury Trial Waiver. (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) SUBMITS, FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS IN COOK COUNTY, THE COURTS OF THE UNITED


STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS AND APPELLATE COURTS FROM ANY THEREOF; (II) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND (III) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO BORROWER AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. BORROWER AGREES THAT SUCH SERVICE, TO THE FULLEST EXTENT PERMITTED BY LAW (A) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUIT, ACTION OR PROCEEDING, AND (B) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO BORROWER. NOTHING HEREIN SHALL AFFECT AGENT'S OR ANY LENDER'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT AGENT'S OR ANY LENDER'S RIGHT TO BRING PROCEEDINGS AGAINST BORROWER OR ANY OTHER LOAN PARTY OR ITS RESPECTIVE PROPERTY IN ANY COURT OR ANY OTHER JURISDICTION.

(b) EACH PARTY HERETO IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AGREEMENT OR TRANSACTIONS RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY.

[Signature Pages Follow]

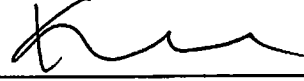
IN WITNESS WHEREOF, Borrower has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

HYDROWORX INTERNATIONAL, INC.,
a Pennsylvania corporation


By: 
Name: Kenneth Wanko
Title: President

HYDROWORX MERGER SUB, LLC,

By: HYDROWORX HOLDINGS, INC.,
its sole member

By: 
Name: Kenneth Wanko
Title: President

HYDROWORX HOLDINGS, INC.,
a Pennsylvania corporation

By: 
Name: Kenneth Wanko
Title: President

Agreed and Accepted

BYLINE BANK, as Agent

By: _____
Name: Dan Delgadillo
Title: Vice President

IN WITNESS WHEREOF, Borrower has duly executed this Intellectual Property Security Agreement in favor of the Agent, as of the date first written above.

HYDROWORX INTERNATIONAL, INC.,
a Pennsylvania corporation

By: _____
Name: Kenneth Wanko
Title: President

HYDROWORX MERGER SUB, LLC,

By: HYDROWORX HOLDINGS, INC.,
its sole member

By: _____
Name: Kenneth Wanko
Title: President

HYDROWORX HOLDINGS, INC.,
a Pennsylvania corporation

By: _____
Name: Kenneth Wanko
Title: President

Agreed and Accepted

BYLINE BANK, as Agent

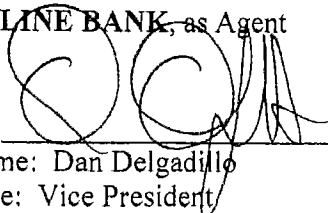
By:  _____
Name: Dan Delgadillo
Title: Vice President





EXHIBIT A

PATENTS

Title	Patent Number	Application Number	Status	Country
UNDERWATER TREADMILL AND INTEGRATED JET DEVICE AND METHOD FOR SELECTIVELY CONTROLLING AN UNDERWATER TREADMILL SYSTEM	2,794,867	May 23, 2011	Issued March 24, 2015	Canada
UNDERWATER TREADMILL AND INTEGRATED JET DEVICE AND METHOD FOR SELECTIVELY CONTROLLING AN UNDERWATER TREADMILL SYSTEM	2575728	January 31, 2013	Issued June 15, 2016	European patent enforceable in Belgium, France, Germany, Ireland, Italy, Netherlands, Spain and the United Kingdom.
UNDERWATER TREADMILL AND INTEGRATED JET DEVICE AND METHOD FOR SELECTIVELY CONTROLLING AN UNDERWATER TREADMILL SYSTEM	602011027436. 8	January 31, 2013	Issued June 15, 2016	Germany
COMBINATION SWIMMING, WALKING, RUNNING, MASSAGE, THERAPEUTIC, AND RECREATIONAL DEVICE	7,086,994	August 6, 1999	Issued August 8, 2006	United States
UNDERWATER TREADMILL AND INTEGRATED JET DEVICE AND METHOD FOR SELECTIVELY CONTROLLING AN UNDERWATER TREADMILL SYSTEM	8,784,278	March 8, 2011	Issued July 22, 2014	United States

EXHIBIT B
TRADEMARKS

A. TRADEMARKS

Title	Application Number	Filing Date	Status	Country
HYDROWORX	3,474,829	Filed June 8, 2007; Issued July 29, 2008	Registered	United States
 HydroWorx	3,474,830	Filed June 8, 2007; Issued July 29, 2008	Registered	United States
IT JUST WORX BETTER EMPOWERED BY WATER	2,761,101	Issued September 9, 2003	Registered	United States
			Unregistered	
THERMALPLUNGE 			Unregistered	
POLARPLUNGE 			Unregistered	

2. Pending Registrations

Title	Application Number	Filing Date	Status	Country
EMPOWERED BY WATER (in word mark format)	Ser. No. 87/089,545	June 30, 2016	Pending application	United States

3. Other Trademarks

None.

EXHIBIT C
LICENSE AGREEMENTS

None.

EXHIBIT D
COPYRIGHTS

None.

DM3\4343475.3