

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM426368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovyze, Inc.		05/05/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4471930	BALANCENET	
Registration Number:	3680731	CAPPLAN	
Registration Number:	4491907	DEMANDWATCH	
Registration Number:	2744041	H2OMAP WATER	
Registration Number:	3409794	H2OCALC	
Registration Number:	2807523	H2OMAP	
Registration Number:	2733099	H2OMAP SEWER	
Registration Number:	2773212	H2ONET	
Registration Number:	2820327	H2OSURGE	
Registration Number:	4343540	ICMLIVE	
Registration Number:	4656829	INFINITY SYSTEM	
Registration Number:	4250428	INFOMASTER	
Registration Number:	4297611	INFONET	
Registration Number:	4780327	INFOSEWER	
Registration Number:	2998786	INFOSURGE	
Registration Number:	2998785	INFOSWMM	
Registration Number:	3006230	INFOVIEW	
Registration Number:	2792577	INFOWATER	
Registration Number:	2822157	INFOWORKS	

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Property Type	Number	Word Mark
Registration Number:	4154499	INNOVATING FOR SUSTAINABLE INFRASTRUCTUR
Registration Number:	4122261	INNOVYZE
Registration Number:	4122288	IWLIVE
Registration Number:	3409751	NETVIEW
Registration Number:	4790407	PIPEPLAN
Registration Number:	4401442	PRESSUREWATCH
Registration Number:	4482120	QUALWATCH
Registration Number:	4482271	SCADAMASTER
Registration Number:	4732316	SCADAWATCH
Registration Number:	4852872	SWMMLIVE
Serial Number:	87146298	MODEL360
Serial Number:	86806747	INFOCITY

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-357

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 05/05/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 5, 2017, (this “Agreement”), by Innovyze, Inc. (the “Grantor”) in favor of Antares Capital LP (“Antares”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement dated as of May 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), STORM NL 2 B.V., a private company with limited liability formed under the laws of The Netherlands (“Holdings”), STORM UK HOLDCO LIMITED, a limited company incorporated under the laws of England and Wales and wholly-owned subsidiary of Holdings (the “UK Borrower”), STORM US HOLDCO, INC., a Delaware corporation and wholly-owned subsidiary of UK Borrower (the “US Borrower” and, together with the UK Borrower, the “Borrowers”), the Lenders from time to time party thereto, ANTARES CAPITAL LP (“Antares Capital”), in its capacities as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties and ANTARES HOLDINGS LP as Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

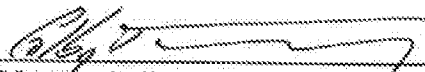
forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INNOVYZE, INC.

By: 
Name: Colby Manwaring
Title: President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Innovyze, Inc.	4471930	BALANCENET
Innovyze, Inc.	3680731	CAPPLAN
Innovyze, Inc.	4491907	DEMANDWATCH
Innovyze, Inc.	2744041	H2OMAP WATER
Innovyze, Inc.	3409794	H2OCALC
Innovyze, Inc.	2807523	H2OMAP
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Innovyze, Inc.	2792577	INFOWATER
Innovyze, Inc.	2822157	INFOWORKS
Innovyze, Inc.	4154499	INNOVATING FOR SUSTAINABLE INFRASTRUCTURE
Innovyze, Inc.	4122261	INNOVYZE
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Innovyze, Inc.	3409751	NETVIEW
Innovyze, Inc.	4790407	PIPEPLAN
Innovyze, Inc.	4401442	PRESSUREWATCH
Innovyze, Inc.	4482120	QUALWATCH
Innovyze, Inc.	4482271	SCADAMASTER
Innovyze, Inc.	4732316	SCADAWATCH
Innovyze, Inc.	4852872	SWMMLIVE

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

TRADEMARK
REEL: 006050 FRAME: 0565

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule II