

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYDROPOINT DATA SYSTEMS, INC.		06/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87453224	OPTIFLOW	
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>			
Phone:	6506483802		
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:	06/05/2017		
Total Attachments: 6			
source=HDS - IPSA - executed (Updated June 2017)#page1.tif			
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OP \$40.00 87453224

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2016 by and between HYDROPOINT DATA SYSTEMS, INC., a Delaware corporation ("Borrower") and Montage Capital II, L.P., a Delaware limited partnership ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those registered copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (but excluding intent to use trademarks at all times prior to the first use thereof, whereby the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law). Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 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 hereof.

[SIGNATURE PAGE FOLLOWS]

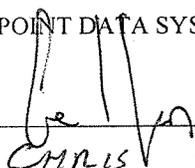
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

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

BORROWER:

HYDROPOINT DATA SYSTEMS, INC.

By: 

Name: CHRIS SPAIN

Title: CEO

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose
Fax: (408) 659-2318

LENDER:

MONTAGE CAPITAL II, L.P.

By: _____

Name: _____

Title: _____

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

Address of Borrower:

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

BORROWER:

HYDROPOINT DATA SYSTEMS, INC.

By: _____

Name: _____

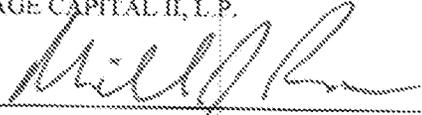
Title: _____

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose
Fax: (408) 659-2318

LENDER:

MONTAGE CAPITAL II, L.P.

By:  _____

Name: MICHAEL J. ROSE

Title: MONTAGE DIRECTOR

TRADEMARK

REEL: 006077 FRAME: 0079

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>
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
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

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
WATER COMPASS	86822682		November 17, 2015
WEATHERTRAK FLOWLINK	85808408	4467703	January 14, 2014
360° SMART WATER MANAGEMENT SOLUTIONS	85754464*		October 15, 2012
SMART WATER MANAGEMENT	85753213*		October 12, 2012
WEATHERTRAK WIRELESSFLOW	85434058	4270657	January 8, 2013
THE PROVEN LEADER IN SMART IRRIGATION	85863433	4457965	December 31, 2013
WEATHERTRAK ET PRO	78593824	3256986	June 26, 2007
HYDROPOINT DATA SYSTEMS, INC.	78593820	3319838	October 23, 2007
HYDROPOINT	78593818	3262415	July 10, 2007
ET EVERYWHERE	78593813	3256984	June 26, 2007
SMART YARD	77981615	3967548	May 24, 2011
SMART YARD	77911326	4317436	April 9, 2013
SMART WATER MANAGEMENT	77473013	3624906	May 19, 2009
WEATHERTRAK	77069806	3301173	October 2, 2007
SUSTAINABILITY 2.0	77472424	3693565	October 6, 2009
OPTIFLOW	87453224		May 17, 2017

* Indicates suspended trademark