

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OLSON IRRIGATION SYSTEMS		08/03/2017	Corporation: CALIFORNIA
DELTA ULTRAVIOLET CORPORATION		08/03/2017	Corporation: WASHINGTON
LANGE CONTAINMENT SYSTEMS, INC.		08/03/2017	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3403008	EZ CONTAINMENT
Registration Number:	1416286	FAN SPRAY
Registration Number:	1426477	WHEN WATER COUNTS
Registration Number:	1446415	OIS
Registration Number:	1507008	E-Z ELL
Registration Number:	1507009	E-Z TUBE
Registration Number:	2216963	MVA
Registration Number:	2711365	WATERWELL
Registration Number:	2886468	VACLEEN
Registration Number:	4125417	VACLEEN AUTOMATIC FILTRATION

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

TRADEMARK

Email: ipteam@cogencyglobal.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F171923

NAME OF SUBMITTER: Emily Ohannessian

SIGNATURE: /Emily Ohannessian/

DATE SIGNED: 08/10/2017

Total Attachments: 10

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**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
NO. 2**

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 2 (this “**IP Security Agreement Supplement**”) dated as of August 3, 2017, is among the Person listed on the signature page hereof (the “**Grantor**”) and Credit Suisse AG, as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EWT Holdings III Corp., a Delaware corporation, has entered into a First Lien Credit Agreement, dated as of January 15, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time) (the “**Credit Agreement**”), with EWT Holdings II Corp., a Delaware corporation, each Lender from time to time party thereto, Credit Suisse AG, as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain First Lien Security Agreement dated as of January 15, 2014 among the Grantor, such other Persons and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and that certain Intellectual Property Security Agreement dated as of January 15, 2014 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Additional Collateral**”):

(i) the patents and patent applications set forth in Schedule A hereto;

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and/or all of the foregoing or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Additional Collateral” shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for First Lien Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all First Lien Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the

principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing First Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OLSON IRRIGATION SYSTEMS

By _____
Name: Vince Grieco
Title: Secretary

DELTA ULTRAVIOLET CORPORATION

By _____
Name: Vince Grieco
Title: Secretary

LANGE CONTAINMENT SYSTEMS,
INC.

By _____
Name: Vince Grieco
Title: Secretary


Address for Notices:

c/o EWT Holdings III Corp.
210 Sixth Avenue, Suite 3300
Pittsburgh, PA 15222

Acknowledged and accepted as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By 
Name: Judith E. Smith
Title: Authorized Signatory

By 
Name: D. Andrew Maletta
Title: Authorized Signatory

Schedule A
IP Security Agreement Supplement

PATENTS AND PATENT APPLICATIONS

Title	Application No./Patent No.	Grantor
The ornamental design for a solenoid	D402,635	Olson Irrigation Systems
Irrigation tubing connection system	6,343,813	Olson Irrigation Systems
Irrigation system apparatus and related method	6,460,563	Olson Irrigation Systems
Irrigation system apparatus and related method	6,834,662	Olson Irrigation Systems
Irrigation adaptor	6,871,880	Olson Irrigation Systems
Tubing splicer	6,865,793	Olson Irrigation Systems
Filter and filter cleaning apparatus and related methods	6,959,818	Olson Irrigation Systems
Filter and filter cleaning apparatus and related methods	8,028,841	Olson Irrigation Systems
Mag Drive Sprinkler apparatus and related methods	7,111,796	Olson Irrigation Systems
Filter and filter cleaning apparatus and related methods	CA2565155	Olson Irrigation Systems
Filter and filter cleaning apparatus and related methods	AU2004319708	Olson Irrigation Systems
Filter with filter cleaning apparatus	EP1758667	Olson Irrigation Systems
Filtro con aparato para limpieza de filtro	ES2351978	Olson Irrigation Systems
Filter and filter cleaning apparatus and related methods	IL178931	Olson Irrigation Systems
Filter and filter cleaning apparatus and related methods	EP1446213	Olson Irrigation Systems

Aparato de filtro y de limpieza de filtros y metodos relacionados	ES2268130	Olson Irrigation Systems
Filter and filter cleaning apparatus and related methods	IL161727	Olson Irrigation Systems
Filters and filter cleaning apparatus, as well as related methods	DE60213277	Olson Irrigation Systems

Schedule B
IP Security Agreement Supplement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Grantor
EZ CONTAINMENT	3403008	Lange Containment Systems, Inc.
FAN SPRAY	1416286	Olson Irrigation Systems
WHEN WATER COUNTS	1426477	Olson Irrigation Systems
OLSON LOGO	1446415	Olson Irrigation Systems
E-Z ELL	1507008	Olson Irrigation Systems
E-Z TUBE	1507009	Olson Irrigation Systems
MVA	2216963	Olson Irrigation Systems
WATERWELL	2711365	Olson Irrigation Systems
VACLEEN	2886468	Olson Irrigation Systems
VACLEEN	832637	Olson Irrigation Systems
VACLEEN	629595	Olson Irrigation Systems
VACLEEN	003513405	Olson Irrigation Systems
VACLEEN AUTOMATIC FILTRATION	4125417	Olson Irrigation Systems

**Schedule C
IP Security Agreement Supplement**

REGISTERED COPYRIGHTS

None.

**Schedule D
IP Security Agreement Supplement**

EXCLUSIVE COPYRIGHT LICENSES

None.