

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgaMatrix, Inc.		09/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3412624	AGAMATRIX	
Registration Number:	3657669	PRESTO	
Registration Number:	3768920	AMP	
Registration Number:	3930817	WAVESENSE JAZZ	
Registration Number:	4198941	WAVESENSE	
Registration Number:	4226717	AGAMATRIX	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	1095 Avenue of the Americas		
Address Line 2:	26th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	384631-156313		
NAME OF SUBMITTER:	Michael Riego		
SIGNATURE:	/Michael Riego/		
DATE SIGNED:	09/29/2017		

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of September 29, 2017 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Prospect Capital Corporation, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of September 29, 2017 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among AgaMatrix, Inc. (the "Borrower"), AgaMatrix Holdings, LLC and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of September 29, 2017 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF

NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

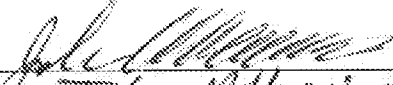
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

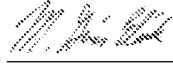
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

AGAMATRIX, INC., as Grantor

By 
Name: John Albenico
Title: President

COLLATERAL AGENT:

PROSPECT CAPITAL CORPORATION, as
Collateral Agent

By 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Registration no.	Serial No.	Country	Trademark	Status	Record Owner
TMA740,616	1299057	Canada	WAVESENSE	Registered	AgaMatrix, Inc.
TMA740,346	1286508	Canada	W WAVESENSE	Registered	AgaMatrix, Inc.
	1792633	Canada	DIASENSE	Allowed	AgaMatrix, Inc.
TMA771630	1333576	Canada	ZERO-CLICK & Design	Registered	AgaMatrix, Inc.
TMA752544	1321275	Canada	DYNAMIC ELECTROCHEMISTRY	Registered	AgaMatrix, Inc.
TMA728550	1286507	Canada	W DESIGN	Registered	AgaMatrix, Inc.
4827283	4827283	Europe	W WAVESENSE	Registered	AgaMatrix, Inc.
5312152	5312152	Europe	Wave1	Registered	AgaMatrix, Inc.
5312251	5312251	Europe	Wave2	Registered	AgaMatrix, Inc.
5029327	5029327	Europe	WAVESENSE	Registered	AgaMatrix, Inc.
5351747	5351747	Europe	JAZZ	Registered	AgaMatrix, Inc.
9586322	9586322	Europe	WAVESENSE JAZZ	Registered	AgaMatrix, Inc.
10023794	10023794	Europe	Nugget	Registered	AgaMatrix, Inc.
11437787	11437787	Europe	AGAMATRIX PRESTO	Registered	AgaMatrix, Inc.
1446760	1446760	India	WAVESENSE	Registered	AgaMatrix, Inc.
1537864	1537864	India	JAZZ	Registered	AgaMatrix, Inc.
1526544	1526544	India	ZERO-CLICK & Design	Registered	AgaMatrix, Inc.
1494932	1494932	India	DYNAMIC ELECTROCHEMISTRY	Registered	AgaMatrix, Inc.
	1487242; 1487244	India	AS FAST AS 1-2-3	Pending	AgaMatrix, Inc.
1487241; 1487243	1487241; 1487243	India	LUMISTRIP	Registered	AgaMatrix, Inc.
1418509	1418509	India	W & Design	Registered	AgaMatrix, Inc.
1387356	1387356	India	KEYNOTE	Registered	AgaMatrix, Inc.
5087063	2007- 008407	Japan	ZERO-CLICK & Design	Registered	AgaMatrix, Inc.

5111404	2006-106629	Japan	DYNAMIC ELECTROCHEMISTRY	Registered	AgaMatrix, Inc.
40-710058	40-2006-21137	Korea	WAVESENSE	Registered	AgaMatrix, Inc.
40-747377	40-2007-0005602	Korea	ZERO-CLICK & Design	Registered	AgaMatrix, Inc.
5017381	2006-090991	Japan	AS FAST AS 1-2-3	Registered	AgaMatrix, Inc.
3412624	78374141	US	AGAMATRIX	Registered	AgaMatrix, Inc.
3657669	77650303	US	PRESTO	Registered	AgaMatrix, Inc.
3768920	77650318	US	AMP	Registered	AgaMatrix, Inc.
3930817	85063151	US	WAVESENSE JAZZ	Registered	AgaMatrix, Inc.
4198941	78374149	US	WAVESENSE	Registered	AgaMatrix, Inc.
4226717	8531499	US	AGAMATRIX	Registered	AgaMatrix, Inc.
1314849		International Register	DIASENSE	Registered	AgaMatrix, Inc.
1326421		International Register	ZING	Registered	AgaMatrix, Inc.

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.