

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nielsen-Kellerman Co.		10/06/2017	Corporation: DELAWARE
Nielsen-Kellerman Acquisition Corp.		10/06/2017	Corporation: DELAWARE
SSH Environmental Industries, Inc.		10/06/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	The Huntington National Bank, as Administrative Agent
<b>Street Address:</b>	5555 Cleveland Ave.
<b>Internal Address:</b>	GW1W37
<b>City:</b>	Columbus
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43231
<b>Entity Type:</b>	a national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4689473	DROP
Registration Number:	3947432	BLUE OCEAN
Registration Number:	3504459	CLEARNAV
Registration Number:	3607185	CLEARNAVIGATOR
Registration Number:	4900802	COXBOX
Registration Number:	3895217	COX BOX MINI
Registration Number:	2549188	COX BOX
Registration Number:	2414021	COX-VOX
Registration Number:	5075212	EMPOWER WIRELESS OARLOCK
Registration Number:	2346672	INTERVAL
Registration Number:	2426744	INTERVAL
Registration Number:	3060395	KESTREL
Registration Number:	4505085	KESTREL
Serial Number:	87536496	KESTREL ELITE
Registration Number:	4689475	KESTREL DROP

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5021240	KESTREL LINK
Serial Number:	87536469	KESTREL MARKSMAN
Registration Number:	4036238	KESTREL POCKET WEATHER TRACKER
Registration Number:	2763731	KESTREL TRACKER
Serial Number:	87536520	KESTREL SPORTSMAN
Registration Number:	5067927	LINK
Registration Number:	5038740	LINK
Registration Number:	3722073	NIELSEN KELLERMAN
Registration Number:	2888771	NIELSEN KELLERMAN
Registration Number:	3721754	NK
Registration Number:	2831076	NK
Registration Number:	3721940	NK
Serial Number:	87608978	NK
Registration Number:	2831077	NK
Registration Number:	4232619	NKHOME.COM
Registration Number:	2909386	POCKET WEATHER
Registration Number:	2966128	POCKET WIND
Registration Number:	2471487	SPEEDCOACH
Registration Number:	5075211	SPEEDCOACH EMPOWER WIRELESS OARLOCK
Registration Number:	2451024	STROKECOACH
Registration Number:	2459706	WATCHWARE
Registration Number:	2429691	
Serial Number:	87614394	

**CORRESPONDENCE DATA**

Fax Number: 7349302494

*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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD
<b>SIGNATURE:</b>	/susan m. kornfield/
<b>DATE SIGNED:</b>	10/13/2017

**Total Attachments: 7**

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## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 6, 2017, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and The Huntington National Bank, as Administrative Agent for the Lenders (as defined below) (in such capacity, "Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of October 6, 2017 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Nielsen-Kellerman Acquisition Corp., SSH Environmental Industries, Inc., Nielsen-Kellerman Co. (each individually, a "Borrower" and collectively, the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend credit to the Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of October 6, 2017, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, in connection with the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the Lenders to enter into the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such

license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** The Administrative Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement or (b) if the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with the terms of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

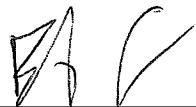
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTORS:

**NIELSEN-KELLERMAN ACQUISITION  
CORP.**


By:  \_\_\_\_\_  
Name: Brent Simon  
Title: Vice President and Secretary

Immediately following the consummation of the  
NK Acquisition:

**SSH ENVIRONMENTAL INDUSTRIES, INC.**

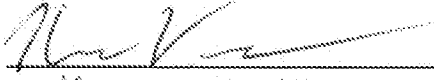
By:  \_\_\_\_\_  
Name: Brent Simon  
Title: Vice President and Secretary

**NIELSEN-KELLERMAN CO.**

By:  \_\_\_\_\_  
Name: Brent Simon  
Title: Vice President and Secretary

SECURED PARTY:


THE HUNTINGTON NATIONAL BANK, as  
Administrative Agent

By:   
Name: KENDRICK VINCENT  
Title: OFFICER



**SCHEDULE 1.1****TRADEMARK COLLATERAL**

<b><u>Trademarks</u></b>	<b><u>Owner</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>	<b><u>Registration No.</u></b>
DROP	Nielsen-Kellerman Co.	11-Sept-2013	Registered	4689473
BLUE OCEAN	Nielsen-Kellerman Co.	16-Aug-2010	Registered	3947432
CLEARNAV	Nielsen-Kellerman Co.	07-Feb-2008	Registered	3504459
CLEARNAVIGATOR	Nielsen-Kellerman Co.	07-Feb-2008	Registered	3607185
COXBOX	Nielsen-Kellerman Co.	26-May-2015	Registered	4900802
COX BOX MINI	Nielsen-Kellerman Co.	02-Dec-2009	Registered	3895217
COX-BOX	Nielsen-Kellerman Co.	22-MAY-2000	Registered	2549188
COX-VOX	Nielsen-Kellerman Co.	28-Dec-1999	Registered	2414021
EMPOWER WIRELESS OARLOCK	Nielsen-Kellerman Co.	10-March-2016	Registered	5075212
INTERVAL	Nielsen-Kellerman Co.	27-Oct-1999	Registered	2346672
INTERVAL	Nielsen-Kellerman Co.	28-Dec-1999	Registered	2426744
KESTREL	Nielsen-Kellerman Co.	04-Mar-2005	Registered	3060395
KESTREL	Nielsen-Kellerman Co.	19-Aug-2013	Registered	4505085
KESTREL ELITE	Nielsen-Kellerman Co.	20-July-2017	Pending	
KESTREL DROP	Nielsen-Kellerman Co.	11-Sept-2013	Registered	4689475
KESTREL LINK	Nielsen-Kellerman Co.	15-Dec-2015	Registered	5021240
KESTREL MARKSMAN	Nielsen-Kellerman Co.	20-July-2017	Pending	
KESTREL POCKET WEATHER TRACKER	Nielsen-Kellerman Co.	06-Oct-2010	Registered	4036238
KESTREL TRACKER	Nielsen-Kellerman Co.	14-Jun-2002	Registered	2763731
KESTREL SPORTSMAN	Nielsen-Kellerman Co.	20-July-2017	Pending	
LINK	Nielsen-Kellerman Co.	17-March-2016	Registered	5067927
LINK (Stylized)	Nielsen-Kellerman Co.	17-Sept-2014	Registered	5038740
NIELSEN KELLERMAN	Nielsen-Kellerman Co.	14-May-2009	Registered	3722073

NIELSEN KELLERMAN	Nielsen-Kellerman Co.	06-Nov-2003	Registered	2888771
NK	Nielsen-Kellerman Co.	08-May-2009	Registered	3721754
NK	Nielsen-Kellerman Co.	28-Dec-1999	Registered	2831076
NK (STYLIZED)	Nielsen-Kellerman Co.	12-May-2009	Registered	3721940
NK	Nielsen-Kellerman Co.	14-Sept-2017	Pending	
NK (STYLIZED)	Nielsen-Kellerman Co.	28-Dec-1999	Registered	2831077
NKHOME.COM	Nielsen-Kellerman Co.	12-OCT-2011	Registered	4232619
POCKET WEATHER	Nielsen-Kellerman Co.	22-May-2000	Registered	2909386
POCKET WIND	Nielsen-Kellerman Co.	07-Jun-2004	Registered	2966128
SPEEDCOACH	Nielsen-Kellerman Co.	22-May-2000	Registered	2471487
SPEEDCOACH EMPOWER WIRELESS OARLOCK	Nielsen-Kellerman Co.	9-March-2016	Registered	5075211
STROKECOACH	Nielsen-Kellerman Co.	22-May-2000	Registered	2451024
WATCHWARE	Nielsen-Kellerman Co.	22-May-2000	Registered	2459706
	Nielsen-Kellerman Co.	28-Dec-1999	Registered	2429691
	Nielsen-Kellerman Co.	19-Sept-2017	Pending-US	