

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Process Controls Inc.		10/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	595 BURRARD STREET		
Internal Address:	6TH FLOOR		
City:	VANCOUVER		
State/Country:	CANADA		
Postal Code:	V7X 1L7		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86515486	ENDOINJECTOR	
Serial Number:	86515516	ENDOFLEX	
Serial Number:	77885427	ATMO-PROBE	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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>			
Email:	trademarks.us@dentons.com		
Correspondent Name:	DENTONS US LLP		
Address Line 1:	P.O. BOX 061080		
Address Line 4:	CHICAGO, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Brian R. McGinley		
SIGNATURE:	/brm/		
DATE SIGNED:	10/24/2017		
Total Attachments: 4			
source=Notice of Patent and Trademark Security Interest#page1.tif			
source=Notice of Patent and Trademark Security Interest#page2.tif			
source=Notice of Patent and Trademark Security Interest#page3.tif			
source=Notice of Patent and Trademark Security Interest#page4.tif			

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NOTICE OF PATENT AND TRADEMARK SECURITY INTEREST

This Notice of Patent and Trademark Security Interest (this "**Notice**") is entered into and effective as of October 19, 2017, by and between United Process Controls Inc., a Delaware corporation ("**Grantor**"), and Bank of Montreal, in its capacity as administrative agent (together with its successors and assigns "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee, for the benefit of Grantee and certain other lenders for whom Grantee acts as administrative agent, a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's patents and trademarks, including without limitation the patents listed on Schedule A hereto, owned by Grantor (the "**Patents**"), and the trademarks listed on Schedule A hereto, owned by Grantor (the "**Trademarks**"), pursuant to that certain General Security and Pledge Agreement executed on or about September 1, 2015 (the "**Security Agreement**"); and

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "**Security Interest**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities and third parties to which Grantee desires to provide notice of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be sued for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.
2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all parties may not have signed all counterparts of this Notice.

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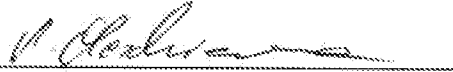
Signature page follows.

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

UNITED PROCESS CONTROLS INC.

BANK OF MONTREAL, as administrative agent

per:



Name: Pawel Oleszkiewicz
Its: President

per:

Name:
Its:


Name:
Its:

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

UNITED PROCESS CONTROLS INC.

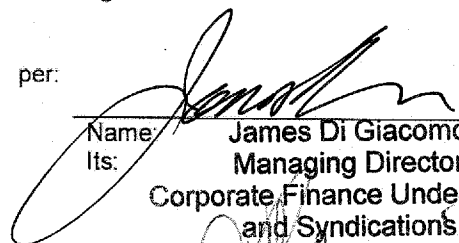
BANK OF MONTREAL, as administrative agent

per:



Name: Pawel Oleszkiewicz
Its: President

per:



Name: James Di Giacomo
Its: Managing Director
Corporate Finance Underwriting
and Syndications

Name:
Its:



Allen Benjamin
Director, Loan Syndications

**SCHEDULE A
PATENTS AND TRADEMARKS**

<u>Nature of Right</u>	<u>Name or Description</u>	<u>Registration Office</u>	<u>Registration or Application No.</u>
Patent	Patent no. US 7,276,209 B2	United States Patent and Trademark Office	10/435,932
Trademark	ENDOINJECTOR	United States Patent and Trademark Office	86/515,486
Trademark	ENDOFLEX	United States Patent and Trademark Office	86/515,516
Trademark	ATMO-PROBE	United States Patent and Trademark Office	77/885427