

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452074

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gray Matter Systems, LLC		11/22/2017	Limited Liability Company: DELAWARE
Gray Matter Systems Canada, LLC		11/22/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLADSTONE CAPITAL CORPORATION		
<b>Street Address:</b>	1521 Westbranch Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22102		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5090870	DISCOVEROI	
<b>Registration Number:</b>	5090867	DISCOVEROI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	11/26/2017		
<b>Total Attachments: 7</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of November 22, 2017, is made by GRAY MATTER SYSTEMS, LLC, a Delaware limited liability company (“*Gray*”) and GRAY MATTER SYSTEMS CANADA, LLC, a Delaware limited liability company (“*Gray Canada*” and together with Gray, each a “*Grantor*” and collectively “*Grantors*”), in favor of GLADSTONE CAPITAL CORPORATION, a Maryland corporation (together with its successors and assigns, the “*Lender* and “*Secured Party*”).

**RECITALS:**

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and between Grantors and Secured Party, Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantors; and

WHEREAS, Grantors are party to that certain Security Agreement, dated as of the date herewith between Secured Party and Grantors (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, collaterally assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

(a) all of Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto (excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed));

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6. **Intercreditor Agreement.** Notwithstanding anything in this Agreement or any other Loan Document to the contrary, to the extent the Intercreditor Agreement is in effect and is applicable to this Agreement, the rights and obligations of Secured Party under this Agreement or any other Loan

Documents are subject to the terms thereof, all in the manner and to the extent set forth in the Intercreditor Agreement.

**[Remainder of Page Intentionally Left Blank  
Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

**GRAY MATTER SYSTEMS, LLC**

By: Brandon C. Richter  
Name: Brandon C. Richter  
Title: Vice President

**GRAY MATTER SYSTEMS CANADA, LLC**

By: Brandon C. Richter  
Name: Brandon C. Richter  
Title: Vice President

**SCHEDULE I**

to

**PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**


**(PART A)**  
**PATENTS**

<b>Patents</b>					
<b>Title</b>	<b>Filing Date</b>	<b>App. No.</b>	<b>Issue Date</b>	<b>Reg. No.</b>	<b>Owner</b>
DETERMINATION OF FLUID QUALITY USING PH AND RESISTIVITY	08/06/2017	Provisional Patent Application Serial No. 62/541,745			Gray Matter Systems, LLC
POINT-OF-USE FLUID QUALITY MEASUREMENT	08/06/2017	Provisional Patent Application Serial No. 62/541,746			Gray Matter Systems, LLC



(PART B)

TRADEMARKS

Trademarks					
Mark	Filing Date	App. No.	Issue Date	Reg. No.	Owner
<u>DISCOVERROI</u>				5,090,870	Gray Matter Systems, LLC
				5,090,867	Gray Matter Systems, LLC