

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DURHAM GEO-ENTERPRISES INC.		11/30/2017	Corporation: GEORGIA
ROCTEST LTD.		11/30/2017	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4808733	VMOD FLEX	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	F174098		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	12/01/2017		
Total Attachments: 9			

OP \$40.00 4808733

source=Second Amendment to Trademark Security Agreement#page1.tif
source=Second Amendment to Trademark Security Agreement#page2.tif
source=Second Amendment to Trademark Security Agreement#page3.tif
source=Second Amendment to Trademark Security Agreement#page4.tif
source=Second Amendment to Trademark Security Agreement#page5.tif
source=Second Amendment to Trademark Security Agreement#page6.tif
source=Second Amendment to Trademark Security Agreement#page7.tif
source=Second Amendment to Trademark Security Agreement#page8.tif
source=Second Amendment to Trademark Security Agreement#page9.tif

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**"), dated as of November 30, 2017, is entered into by and among **DURHAM GEO-ENTERPRISES INC.**, a Georgia corporation, **ROCTEST LTD.**, a British Columbia corporation, and each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "**Grantor**") and **SILICON VALLEY BANK**, as Administrative Agent (in such capacity, the "**Assignee**") pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of February 21, 2013, (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Domestic Guarantee and Collateral Agreement**") among Assignee and the Grantors, and (ii) that certain Credit Agreement, dated as of February 21, 2013, amended on April 1, 2013, further amended on November 4, 2014, further amended on December 4, 2015, further amended on January 5, 2017, and further amended as of the date hereof entered into by and among the Grantors, Assignee, and the Lenders party thereto.

WHEREAS, reference is made to that certain Trademark Security Agreement dated as of February 21, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Original Trademark Agreement**"), among Assignee and the Grantors, pursuant to which each Grantor granted to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right title and interest in, to and under certain Trademarks (as defined in the Trademark Agreement), including, without limitation, those described on Schedule A annexed thereto, which Trademark Agreement was recorded with the United States Patent and Trademark Office on February 22, 2013 at Reel 4969, Frame 0015;

WHEREAS, reference is made to that certain First Amendment to Trademark Security Agreement dated as of December 4, 2015 (the "**First Amendment**", and together with the Original Trademark Agreement, as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Trademark Agreement**"), among Assignee and the Grantors, pursuant to which each Grantor granted to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right title and interest in, to and under certain Trademarks (as defined in the Trademark Agreement), including, without limitation, those described on Schedule A-1 annexed thereto, which First Amendment was recorded with the United States Patent and Trademark Office on December 7, 2015 at Reel 5682, Frame 0325; and

WHEREAS, the Grantors and Assignee wish to amend the Trademark Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Schedule A to the Trademark Agreement is hereby amended by adding the Trademarks listed on Schedule A-2 attached hereto (the "**Additional Trademarks**"), which such Additional Trademarks, together with (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States,

any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) all rights to obtain any renewals of the foregoing, shall be and become part of the "Trademarks" referred to in the Trademark Agreement and Schedule A and Schedule A-1 attached to the Original Trademark Agreement and the First Amendment, respectively, and shall secure all Secured Obligations.

2. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Assignee in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule A to the Original Trademark Agreement and Schedule A-1 to the First Amendment prior to the effectiveness of this Amendment, and (b) represent and warrant that Schedule A to the Trademark Agreement, as amended by Schedule A-1 attached to the First Amendment, and as amended by Schedule A-2 attached hereto, contains a true and accurate list of all of each Grantor's Trademarks existing as of the date hereof.

3. The Trademark Agreement, as amended hereby, is and shall remain in full force and effect. This Amendment shall constitute a Loan Document for all purposes. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement, the Credit Agreement or the Trademark Agreement, as applicable.

4. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each Grantor hereby irrevocably and unconditionally:

- a. submits to the exclusive jurisdiction of the State and Federal courts in the Southern District of the State of New York; *provided* that nothing in this Amendment shall be deemed to operate to preclude the Administrative Agent or any Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Administrative Agent or such Lender. Each Grantor hereby expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to the Loan Parties at the address set forth in Section 10.2 of the Credit Agreement and that service so made shall be deemed completed upon the earlier to occur of your actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid;
- b. WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AMENDMENT, THE OTHER LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT TO ENTER INTO THIS AMENDMENT. EACH GRANTOR HAS REVIEWED THIS WAIVER WITH ITS COUNSEL; and

c. waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Amendment any special, exemplary, punitive or consequential damages.

5. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]


IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

DURHAM GEO-ENTERPRISES INC.

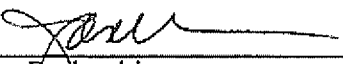
2175 West Park Court
Stone Mountain, GA 30087
Attention: Janet Barbookles
Facsimile No.: 781-897-1218

By: 
Name: Janet Barbookles
Title: Director and Secretary

E-mail: janbarbookles@novang.com

ROCTEST LTD.

680 Birch Street
Saint-Lambert, Quebec J4P 2N3, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

By: 
Name: Janet Barbookles
Title: Director

NOVA METRIX (LUXEMBOURG) S.A.R.L.

Société à responsabilité limitée
Registered office: 51, allée Scheffer,
L-2520 Luxembourg
R.C.S. Luxembourg: B 155364
Share Capital: EUR 12,500

51, Allée Scheffer
L-2520, Luxembourg
Attention: _____
Facsimile No.: _____
E-mail: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

DURHAM GEO-ENTERPRISES INC.

2175 West Park Court
Stone Mountain, GA 30087
Attention: Janet Barbookles
Facsimile No.: 781-897-1218

By: _____
Name: _____
Title: _____

E-mail: janbarbookles@novang.com


ROCTEST LTD.

680 Birch Street
Saint-Lambert, Quebec J4P 2N3, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

By: _____
Name: _____
Title: _____

NOVA METRIX (LUXEMBOURG) S.A.R.L.
Société à responsabilité limitée
Registered office: 51, allée Scheffer,
L-2520 Luxembourg
R.C.S. Luxembourg: B 155364
Share Capital: EUR 12,500

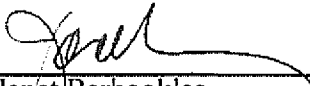
51, Allée Scheffer
L-2520, Luxembourg
Attention: _____
Facsimile No.: _____
E-mail: _____

By: 
Name: Enpoint Leal
Title: Sole Manager

Rep. by Antoine AKHLOUF
Manager


Signature Page to Second Amendment to Trademark Security Agreement

NOVA METRIX CORPORATION

By: 
Name: Janet Barbookles
Title: Director and Secretary

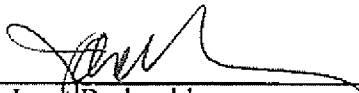
500 Edgewater Drive, Suite 585
Wakefield, MA 01880
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

NOVA METRIX (CANADA) CORP.

By: 
Name: Janet Barbookles
Title: Director

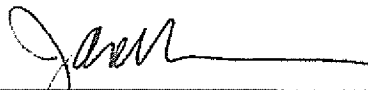
550 Burrard St., Suite 2900
Vancouver, BC V6C 0A3, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

FISO TECHNOLOGIES INC.

By: 
Name: Janet Barbookles
Title: Director

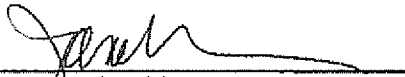
500 av. Saint-Jean-Baptiste, Suite 195
Quebec City, QC G2E 5R9, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

SENSORNET LIMITED

By: 
Name: Janet Barbookles
Title: Director

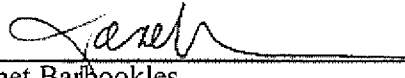
Unit 340, Phase 300
Centennial Park, Elstree, Hertfordshire WD6 3TJ
United Kingdom
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

**NOVA METRIX GROUND MONITORING (CANADA)
CORP.**

By: 
Name: Janet Barbookles
Title: Director

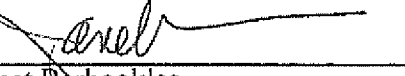
550 Burrard St., Suite 2900
Vancouver, BC V6C 0A3, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

VAN ESSEN INSTRUMENTS B.V.

By: 
Name: Janet Barbookles
Title: Director

Delftechpark 20
2628 XH Delft
The Netherlands
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

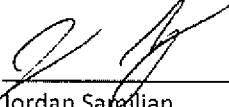
NOVA METRIX (NETHERLANDS), B.V.

By: 
Name: Janet Barbookles
Title: Director

Delftechpark 20
2628 XH Delft
The Netherlands
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novang.com

ASSIGNEE:

SILICON VALLEY BANK

By: 
Name: Jordan Samljan
Title: Vice President

Signature Page to Second Amendment to Trademark Security Agreement

TRADEMARK
REEL: 006217 FRAME: 0186

Schedule A-2 to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Name of Loan Party	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	Mark
Nova Metrix Ground Monitoring (Canada) Ltd.	United States	4,808,733	September 8, 2015	December 8, 2011	Nova Metrix Ground Monitoring (Canada) Ltd.	VMOD FLEX