

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waterblasting, LLC		05/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, MC7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86506010	WATERBLASTING TECHNOLOGIES	
Registration Number:	3510808	STRIPE HOG	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5172		
Email:	cberryman@winstead.com, tmdocket@winstead.com		
Correspondent Name:	CATHRYN A. BERRYMAN		
Address Line 1:	2728 N. Harwood Street, Suite 500		
Address Line 2:	C/m 3134-1725		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	3134.1725		
NAME OF SUBMITTER:	CATHRYN A. BERRYMAN		
SIGNATURE:	/Cathryn A. Berryman/		
DATE SIGNED:	05/29/2018		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT – EXPORT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT – EXPORT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of May 16, 2018, is made by Waterblasting, LLC, a Delaware limited liability company (the “Borrower” or “Grantor”), in favor of Comerica Bank (the “Secured Party”).

WHEREAS, Secured Party and Borrower have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement – Export dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor which arises out of transactions with foreign nationals or which relate to any EXIM Bank guaranteed program in which the Debtor participates, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto which arise out of transactions with foreign nationals or which relate to any EXIM Bank guaranteed program in which the Debtor participates (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto which arise out of transactions with foreign nationals or which relate to any EXIM Bank guaranteed program in which the Debtor participates, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto which arise out of transactions with foreign nationals or which relate to any EXIM Bank guaranteed program in which the Debtor participates, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor which arise out of

transactions with foreign nationals or which relate to any EXIM Bank guaranteed program in which the Debtor participates (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, all of which arise out of transactions with foreign nationals or which relate to any EXIM Bank guaranteed program in which the Debtor participates; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise. Such collateral shall be applied to repay the Indebtedness as provided in Section 1 of Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Secured Party may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of a signature page to this IP Security Agreement. Any party sending an executed counterpart of a signature page to this IP Security Agreement by facsimile, pdf, tiff or any other electronic means shall also send the original thereof to Secured Party within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does

hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

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

SCHEDULE A

PATENTS

[See attached.]

M&S Ref #	Appin No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date	Title
US 2708U.000001	10/884,643 7/2/04	US20060000491A1 1/5/06	7,255,116 8/14/07	Stripe Removal System
PCT 2708I.000001	PCT/US2005/023521 7/1/05	WO2006/014352 2/9/06		Stripe Removal System
Australia 2708I.061001	2005270095 7/1/05		2005270095 3/15/12	Stripe Removal System
Canada 2708I.001001	2,572,524 7/1/05			Stripe Removal System
Europe 2708I.990001	05763944.5 1/8/07	1,773,516 4/18/07	1,773,516	Stripe Removal System
US 2708U.000003	11/340,104 1/26/06	US20070169797A1 7/26/07	7,798,158 9/21/2010	Mobile Mark Removal System
PCT 2708I.000003	PCT/US2007/061099 1/26/07	WO2007/087622 8/2/07		Mobile Mark Removal System

M&S Ref #	Appin No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date	Title
US 2708U.000006	11/368,035 3/3/06	US-2007-0207711A1 9/06/2007	7,674,158 3/9/2010	Combined Grinder and Water Blaster for Stripe Removal System
PCT 2708I.000006	PCT/US2007/063294 3/5/2007	WO2007/103863 9/13/2007		Combined Grinder and Water Blaster for Stripe Removal System
US 2708U.000009	11/835,642 8/8/07	US2008/0066781A1 3/20/08	8,357,245 1/22/2013	Stripe Removal System
US 2708U.000011	12/395,302 2/27/2009 PROV: 61/032,286 2/28/08	US2009/0242003 10/1/2009		Water Blasting Head with Through Feeding Hydraulic Motor
PCT 2708I.000011	PCT/US2009/035553 2/27/09	WO2009/117234 9/24/09		Water Blasting Head with Through Feeding Hydraulic Motor
China 2708I.086011	200980106567.4 8/26/2010	CN101965234A1 2/2/2011		Water Blasting Head with Through Feeding Hydraulic Motor

M&S Ref #	Appin No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date	Title
US 2708U.000012	12/693,516 1/26/10	US20100200514A1 8/12/10	8,357,292 1/22/2013	Water Treatment System for Surface Cleaning Apparatus
PCT 2708I.000012	PCT/US2010/022036 1/26/10	WO2010/085776 7/29/10		Water Treatment System for Surface Cleaning Apparatus
US 2708U.000016	US: 13/767,442 2/14/2013 PROV: 61/598,763 2/14/12	US20130220387A1 8/29/2013		Water and Debris Recovery System
US 2708U.000018	US: 14/214,350 3/14/2014 PROV: 61/801,355 03/15/2013			Orbital Spray Bar Assembly for Surface Cleaning Apparatus
PCT 2708I.000018	PCT/US2014/029534 3/14/14			Orbital Spray Bar Assembly for Surface Cleaning Apparatus
US 2708U.000019	US: 14/223,321 3/24/2014 PROV: 61/805,802 03/27/2013			Dynamic Bladder Tank Assembly for Surface Cleaning Apparatus
US 2708U.000022	PROV: 61/984,540 4/25/14			Water and Debris Recovery System

SCHEDULE B

TRADEMARKS

MARK	USPTO REGISTRATION/ SERIAL NO.	REGISTRATION/ APPLICATION DATE	REGISTRANT/ APPLICANT
WATERBLASTING TECHNOLOGIES & DESIGN	U.S. Serial No. 86/506,010	January 16, 2015	Waterblasting, LLC
STRIPE HOG	U.S. Registration No. 3,510,808	October 7, 2008	Waterblasting, LLC

SCHEDULE C

COPYRIGHTS

Title: PCS hydro-man.
Type of Work: Visual Material
Registration Number / Date: VA0001186217 / 2003-01-24
Application Title: Company logo PCS, Inc.
Description: Computer graphic.
Copyright Claimant: Waterblasting, LLC
Date of Creation: 1999
Date of Publication: 1999-04-26