

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM470723

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Flow International Corporation | | 04/20/2018 | Corporation: WASHINGTON |
| Shape Technologies Group, Inc. | | 04/20/2018 | Corporation: DELAWARE |
| H2O Jet, Inc. | | 04/20/2018 | Corporation: WASHINGTON |
| KMT Waterjet Systems, Inc. | | 04/20/2018 | Corporation: DELAWARE |
| Dynamic Robotic Solutions, Inc. | | 04/20/2018 | Corporation: MICHIGAN |
| KMT Aqua-Dyne, Inc. | | 04/20/2018 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC, as Collateral Agent | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Public Limited Company: ENGLAND | | |
| PROPERTY NUMBERS Total: 62 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1962160 | HUSKY | |
| Registration Number: | 1891944 | PASER | |
| Registration Number: | 2336933 | FLYING BRIDGE | |
| Registration Number: | 2066948 | FLOWCUT | |
| Registration Number: | 2188188 | FLOWNEST | |
| Registration Number: | 2066949 | FLOWMASTER | |
| Registration Number: | 2066957 | FLOWPATH | |
| Registration Number: | 2246964 | HORNET | |
| Registration Number: | 2263943 | HORNET | |
| Registration Number: | 2375714 | DECKHOG | |
| Registration Number: | 2290982 | ESL | |
| Registration Number: | 2686853 | | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 3435099 | FLOW |
| Registration Number: | 3435436 | FLOW |
| Registration Number: | 3452750 | FLOW |
| Registration Number: | 3452751 | FLOW |
| Registration Number: | 3758220 | FLOWJET |
| Registration Number: | 2972743 | HYPLEX |
| Registration Number: | 2785072 | DYNAMIC WATERJET |
| Registration Number: | 2898074 | HYPERJET |
| Registration Number: | 2910423 | DURAFLOW |
| Registration Number: | 3433111 | POWERED BY FLOW |
| Registration Number: | 3433112 | POWERED BY FLOW |
| Registration Number: | 3433166 | WATERJETPRO |
| Registration Number: | 4141187 | XD |
| Registration Number: | 4558667 | SIDEFIRE |
| Registration Number: | 4832779 | AQUAFLOW |
| Registration Number: | 4720266 | FLOWXPRT |
| Registration Number: | 5369445 | WATERNIFE |
| Registration Number: | 5434900 | PIVOT+ |
| Registration Number: | 2247305 | A NEW WORLD STANDARD |
| Registration Number: | 3906710 | ADVANTAGE |
| Registration Number: | 4021048 | H2O JET |
| Registration Number: | 5231003 | IDE |
| Registration Number: | 3221314 | INTERNATIONAL WATERJET PARTS |
| Registration Number: | 3210161 | IWP |
| Registration Number: | 2658884 | KERF-JET |
| Registration Number: | 2442190 | WES-JET |
| Registration Number: | 2120039 | WESTERN GARNET INTERNATIONAL |
| Registration Number: | 2121832 | WESTERN GARNET INTERNATIONAL |
| Registration Number: | 4324214 | AUTOLINE |
| Registration Number: | 3804018 | BLASTMAX |
| Registration Number: | 5098878 | KMT |
| Registration Number: | 3049121 | KMT WATERJET SYSTEMS |
| Registration Number: | 4405778 | MCCARTNEY |
| Registration Number: | 4195641 | NEOLINE |
| Registration Number: | 1468814 | STREAMLINE |
| Registration Number: | 3663563 | STREAMLINE PRO |
| Registration Number: | 5192235 | TRILINE |
| Registration Number: | 3225994 | ACCUFIND |

| Property Type | Number | Word Mark |
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| Registration Number: | 3157858 | ACCUTRIM |
| Registration Number: | 5430904 | DRS |
| Registration Number: | 5332778 | DRS DYNAMIC ROBOTIC SOLUTIONS |
| Registration Number: | 5332777 | DRS DYNAMIC ROBOTIC SOLUTIONS |
| Registration Number: | 2061356 | JETTOOL |
| Registration Number: | 3053736 | JETVAC |
| Registration Number: | 4810204 | LASERWARE |
| Registration Number: | 2396148 | ROBOTRIM |
| Registration Number: | 4174519 | ROUTERVAC |
| Registration Number: | 2532447 | ROUTERWARE |
| Registration Number: | 2183308 | RPT |
| Registration Number: | 3175338 | TRIMPRO |

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

| | |
|--------------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 28804-16800 |
| NAME OF SUBMITTER: | Kristin L. Yohannan |
| SIGNATURE: | /s/ Kristin L. Yohannan |
| DATE SIGNED: | 04/20/2018 |

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of April 20, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SHAPE TECHNOLOGIES GROUP, INC., a Delaware corporation, TECH-CON AUTOMATION ULC, a British Columbia unlimited liability company, KMT GMBH, a German limited liability company (local court of Friedberg, HRB 5829), FLOW EUROPE GMBH, a German limited liability company (local court of Darmstadt, HRB 96686) and SHAPE TECHNOLOGIES INTERMEDIATE HOLDINGS, INC., a Delaware corporation, have entered into the ABL Credit Agreement, dated as of April 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, BARCLAYS BANK PLC, as Administrative Agent, Collateral Agent and a L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of April 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent

that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, 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 such 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; 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 of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) **THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

(b) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

(c) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**


(d) **EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.**

(c) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

FLOW INTERNATIONAL CORPORATION

By: 
Name: Robert Carlson
Title: Chief Financial Officer and Secretary

SHAPE TECHNOLOGIES GROUP, INC.

By: 
Name: Robert Carlson
Title: Chief Financial Officer


H2O JET, INC.

By: 
Name: Robert Carlson
Title: Chief Financial Officer

KMT WATERJET SYSTEMS, INC.


By: 
Name: Robert Carlson
Title: Chief Financial Officer

DYNAMIC ROBOTIC SOLUTIONS, INC.

By: 
Name: Robert Carlson
Title: Vice President

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KMT AQUA-DYNE, INC.

By 
Name: Robert Carlson
Title: Chief Financial Officer

[Shape - ABL Intellectual Property Security Agreement]

TRADEMARK
REEL: 006344 FRAME: 0010

BARCLAYS BANK PLC
as Collateral Agent

By: 

Name: Joseph Jordan

Title: Managing Director

[Shape -- ABL Intellectual Property Security Agreement]

TRADEMARK
REEL: 006344 FRAME: 0011

Schedule 1
Patents and Trademarks

| <u>Company</u> | <u>Patent</u> | <u>Registration Application No.</u> | <u>Registration No./ Filing Date</u> |
|--------------------------------|--|--|---|
| Flow International Corporation | APPARATUS AND METHODS FOR RECOVERING ABRASIVE FROM AN ABRASIVE-LADEN FLUID FOR USE WITH ABRASIVE JET CUTTING SYSTEMS | 6361416 | 26-Mar-2002 |
| Flow International Corporation | SCREW DRIVE METHOD AND APPARATUS | 6000308 | 14-Dec-1999 |
| Flow International Corporation | SEAL SEAT FOR HIGH PRESSURE PUMPS AND VESSELS | 6162031 | 19-Dec-2000 |
| Flow International Corporation | METHOD AND APPARATUS FOR FLUID JET FORMATION | 6280302 | 28-Aug-2001 |
| Flow International Corporation | METHOD AND APPARATUS FOR FLUID JET FORMATION | 6752686 | 22-Jun-2004 |
| Flow International Corporation | APPARATUS FOR FLUID JET FORMATION | 6945859 | 20-Sep-2005 |
| Flow International Corporation | METHOD AND APPARATUS FOR FLUID JET FORMATION | 6464567 | 15-Oct-2002 |
| Flow International Corporation | METHOD FOR FLUID JET FORMATION | 6875084 | 05-Apr-2005 |
| Flow International Corporation | MULTIPLE SEGMENT HIGH PRESSURE FLUIDJET NOZZLE AND METHOD OF MAKING THE NOZZLE | 6851627 | 08-Feb-2005 |
| Flow International Corporation | APPARATUS FOR GENERATING AND MANIPULATING A HIGH-PRESSURE FLUID JET | 7464630 | 16-Dec-2008 |
| Flow International Corporation | APPARATUS FOR GENERATING AND MANIPULATING A HIGH-PRESSURE FLUID JET | 7703363 | 27-Apr-2010 |
| Flow International Corporation | METHOD AND SYSTEM FOR AUTOMATED SOFTWARE CONTROL OF WATERJET ORIENTATION PARAMETERS | 6766216 | 20-Jul-2004 |
| Flow International Corporation | METHOD AND SYSTEM FOR AUTOMATED SOFTWARE CONTROL OF WATERJET ORIENTATION PARAMETERS | 6996452 | 07-Feb-2006 |
| Flow International Corporation | HIGH FATIGUE LIFE FITTINGS FOR HIGH-PRESSURE FLUID SYSTEMS | 8430430 | 30-Apr-2013 |

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| Flow International Corporation | HIGH FATIGUE LIFE FITTINGS FOR HIGH-PRESSURE FLUID SYSTEMS | 7748750 | 06-Jul-2010 |
| Flow International Corporation | COMPONENTS, SYSTEMS AND METHODS FOR FORMING A GASKETLESS SEAL BETWEEN LIKE METAL COMPONENTS IN AN ULTRAHIGH PRESSURE SYSTEM | 6802541 | 12-Oct-2004 |
| Flow International Corporation | METHOD AND APPARATUS FOR SEALING AN ULTRAHIGH-PRESSURE FLUID SYSTEM | 7247006 | 24-Jul-2007 |
| Flow International Corporation | METHOD AND APPARATUS FOR SEALING AN ULTRAHIGH-PRESSURE FLUID SYSTEM | 7568424 | 04-Aug-2009 |
| Flow International Corporation | APPARATUS AND METHOD FOR DETECTING MALFUNCTIONS IN HIGH-PRESSURE FLUID PUMPS | 6970793 | 29-Nov-2005 |
| Flow International Corporation | DEVICE FOR MAINTAINING A STATIC SEAL OF A HIGH PRESSURE PUMP | 7367789 | 06-May-2008 |
| Flow International Corporation | DEVICE AND METHOD FOR MAINTAINING A STATIC SEAL OF A HIGH PRESSURE PUMP | 8277206 | 02-Oct-2012 |
| Flow International Corporation | CONTOUR FOLLOWER FOR TOOL | 7331842 | 19-Feb-2008 |
| Flow International Corporation | SENSOR LEG ASSEMBLY FOR A CONTOUR FOLLOWER | 7578210 | 25-Aug-2009 |
| Flow International Corporation | METHOD OF USING A CONTOUR FOLLOWER | 7803036 | 28-Sep-2010 |
| Flow International Corporation | ZERO-TORQUE ORIFICE MOUNT ASSEMBLY | 7862405 | 04-Jan-2011 |
| Flow International Corporation | FLUID SYSTEM AND METHOD FOR THIN KERF CUTTING AND IN-SITU RECYCLING | 8147293 | 03-Apr-2012 |
| Flow International Corporation | FLUID SYSTEM AND METHOD FOR THIN KERF CUTTING AND IN-SITU RECYCLING | 7934977 | 03-May-2011 |
| Flow International Corporation | PROCESS AND APPARATUS FOR SURFACE FINISHING | 8187056 | 29-May-2012 |
| Flow International Corporation | APPARATUS AND PROCESS FOR FORMATION OF Laterally Directed Fluid Jets | 8448880 | 28-May-2013 |
| Flow International Corporation | APPARATUS AND PROCESS FOR FORMATION OF Laterally Directed Fluid Jets | 8777129 | 15-Jul-2014 |
| Flow International Corporation | MIXING TUBE FOR A WATERJET SYSTEM | 8651920 | 18-Feb-2014 |

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| Flow International Corporation | FLEXIBLE HEADER SYSTEM FOR MACHINING WORKPIECES | 8322700 | 04-Dec-2012 |
| Flow International Corporation | VENTED CUTTING HEAD BODY FOR ABRASIVE JET SYSTEM | 8210908 | 03-Jul-2012 |
| Flow International Corporation | PROCESSES AND APPARATUSES FOR ENHANCED CUTTING USING BLENDS OF ABRASIVE MATERIALS | 8308525 | 13-Nov-2012 |
| Flow International Corporation | SYSTEM AND METHOD FOR TOOL TESTING AND ALIGNMENT | 8401692 | 19-Mar-2013 |
| Flow International Corporation | DRIVE SYSTEM WITH COUPLER ASSEMBLY AND METHOD | 9739352 | 22-Aug-2017 |
| Flow International Corporation | WATERJET CUTTING SYSTEM WITH STANDOFF DISTANCE CONTROL | 9003936 | 14-Apr-2015 |
| Flow International Corporation | CATCHER TANK ASSEMBLY OF WATERJET CUTTING SYSTEM | 13/193435 | 28-Jul-2011 |
| Flow International Corporation | RELIEF VALVE ASSEMBLY AND COMPONENTS THEREOF | 14/371406 | 09-Jul-2014 |
| Flow International Corporation | FLUID DISTRIBUTION COMPONENTS OF HIGH-PRESSURE FLUID JET SYSTEMS | 9844890 | 19-Dec-2017 |
| Flow International Corporation | FLUID DISTRIBUTION COMPONENTS OF HIGH-PRESSURE FLUID JET SYSTEMS | 9272437 | 01-Mar-2016 |
| Flow International Corporation | ABRASIVE SLURRY DELIVERY SYSTEMS AND METHODS | 15/106244 | 17-Jun-2016 |
| Flow International Corporation | FLUID JET RECEPTACLE WITH ROTATABLE INLET FEED COMPONENT AND RELATED FLUID JET CUTTING SYSTEM AND METHOD | 8894468 | 25-Nov-2014 |
| Flow International Corporation | FLUID JET RECEIVING RECEPTACLES AND RELATED FLUID JET CUTTING SYSTEMS | 9358668 | 07-Jun-2016 |
| Flow International Corporation | FLUID JET CUTTING SYSTEMS | 9573289 | 21-Feb-2017 |
| Flow International Corporation | FLUID JET CUTTING SYSTEMS, COMPONENTS AND METHODS THAT FACILITATE IMPROVED WORK ENVIRONMENTS | 15/419768 | 30-Jan-2017 |
| Flow International Corporation | FLUID JET CUTTING SYSTEMS | 9370871 | 21-Jun-2016 |
| Flow International Corporation | HIGH-PRESSURE WATERJET CUTTING HEAD SYSTEMS, COMPONENTS AND RELATED METHODS | 15/836622 | 08-Dec-2017 |

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| Flow International Corporation | HIGH-PRESSURE WATERJET CUTTING HEAD SYSTEMS, COMPONENTS AND RELATED METHODS | 9884406 | 06-Feb-2018 |
| Flow International Corporation | AUTOMATED DETERMINATION OF JET ORIENTATION PARAMETERS IN THREE-DIMENSIONAL FLUID JET CUTTING | 8423172 | 16-Apr-2013 |
| Flow International Corporation | AUTOMATED DETERMINATION OF JET ORIENTATION PARAMETERS IN THREE-DIMENSIONAL FLUID JET CUTTING | 9597772 | 21-Mar-2017 |
| Flow International Corporation | STRINGER MANUFACTURING METHOD - MONITOR ONLY | 9149909 | 06-Oct-2015 |
| Flow International Corporation | METHOD AND APPARATUS FOR PRODUCING A HIGH-VELOCITY PARTICLE STREAM - MONITOR ONLY | 6168503 | 02-Jan-2001 |
| Flow International Corporation | BEAM TOOL PATHING FOR 3D COMPOUND CONTOURS USING MACHINING PATH SURFACES TO MAINTAIN A SINGLE SOLID REPRESENTATION OF OBJECTS | 14/737104 | 11-Jun-2015 |
| Flow International Corporation | SYSTEMS AND METHODS FOR IMPROVING JET CUTTING PERFORMANCE VIA FORCE SENSING | 15/277891 | 27-Sep-2016 |
| Flow International Corporation | END EFFECTOR ADJUSTMENT SYSTEMS AND METHODS | 9862073 | 09-Jan-2018 |
| Flow International Corporation | METHODS OF CUTTING FIBER REINFORCED POLYMER COMPOSITE WORKPIECES WITH A PURE WATERJET | 14/798222 | 13-Jul-2015 |
| Flow International Corporation | CONTOUR FOLLOWER APPARATUS AND RELATED SYSTEMS AND METHODS | 9636798 | 02-May-2017 |
| Flow International Corporation | AUTONOMOUS MODIFICATION OF WATERJET CUTTING SYSTEMS | 62/523979 | 23-Jun-2017 |
| Flow International Corporation | LAND CULTIVATING SYSTEMS AND METHODS UTILIZING HIGH-PRESSURE FLUID JET CUTTING TECHNIQUES | 15/136623 | 22-Apr-2016 |
| Flow International Corporation | FLUID JET NOZZLES AND METHODS OF MAKING SAME | 62/608459 | 20-Dec-2017 |
| Flow International Corporation | COVER FOR WATERJET ASSEMBLY | D484153 | 23-Dec-2003 |
| Flow International Corporation | ELEMENTS FOR A SUPERPRESSURE STATIC FLUID SEAL | D515675 | 21-Feb-2006 |
| Flow International Corporation | SEAL CARRIER FOR ULTRAHIGH-PRESSURE FLUID SYSTEM | D561877 | 12-Feb-2008 |
| Flow International Corporation | CONTOUR FOLLOWER FOR A FLUID JET CUTTING MACHINE | D802634 | 14-Nov-2017 |

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| Flow International Corporation | CONTOUR FOLLOWER FOR A FLUID JET CUTTING MACHINE | D802635 | 14-Nov-2017 |
| Flow International Corporation | CONTOUR FOLLOWER FOR A FLUID JET CUTTING MACHINE | D802636 | 14-Nov-2017 |
| Shape Technologies Group, Inc. | AIR FLOW MANAGEMENT SYSTEMS AND METHODS TO FACILITATE THE DELIVERY OF ABRASIVES TO AN ABRASIVE FLUID JET CUTTING HEAD | 15/711935 | 21-Sep-2017 |
| Shape Technologies Group, Inc. | SYSTEM AND METHOD FOR LOW PRESSURE PIERCING USING A WATERJET CUTTER | 9358667 | 07-Jun-2016 |
| H2O Jet, Inc. | ABRASIVEJET NOZZLE AND INSERT THEREFOR | 6601783 | 05-Aug-2003 |
| KMT Waterjet Systems, Inc. | HIGH PRESSURE ATTENUATOR BH | 6712096 | 30-Mar-2004 |
| KMT Waterjet Systems, Inc. | BACK-UP RINGS FOR HIGH PRESSURE SEALS, PACKING ASSEMBLY, AND PUMPS INCORPORATING SAME | 6769695 | 03-Aug-2004 |
| KMT Waterjet Systems, Inc. | ABRASIVE WATERJET FOCUSING TUBE RETAINER AND ALIGNMENT | 8783146 | 22-Jul-2014 |
| KMT Waterjet Systems, Inc. | CUTTING HEAD FOR FLUID JET MACHINE WITH INDEXING FOCUSING DEVICE | 7922566 | 12-Apr-2011 |
| KMT Waterjet Systems, Inc. | HIGH PRESSURE PUMP INCLUDING HOLLOW STUD | 9163617 | 20-Oct-2015 |
| KMT Waterjet Systems, Inc. | GASKETLESS HIGH PRESSURE CONNECTION | 9309873 | 12-Apr-2016 |
| KMT Waterjet Systems, Inc. | HIGH PRESSURE SEALING ARRANGEMENT | 9482211 | 01-Nov-2016 |
| Dynamic Robotic Solutions, Inc. | LONG REACH IMPINGEMENT NOZZLE | D638911 | 31-May-2011 |
| Flow International Corporation | REGULATOR VALVE ASSEMBLY AND COMPONENTS THEREOF | PCT/US17/17989 | 15-Feb-2017 |

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Schedule 2
Trademarks

| <u>Company</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------------------------|-------------------------|--------------------------------|---------------------------------|
| Flow International Corporation | HUSKY | 1962160 | 12-Mar-1996 |
| Flow International Corporation | PASER | 1891944 | 02-May-1995 |
| Flow International Corporation | FLYING BRIDGE | 2336933 | 04-Apr-2000 |
| Flow International Corporation | FLOWCUT | 2066948 | 03-Jun-1997 |
| Flow International Corporation | FLOWNEST | 2188188 | 08-Sep-1998 |
| Flow International Corporation | FLOWMASTER | 2066949 | 03-Jun-1997 |
| Flow International Corporation | FLOWPATH | 2066957 | 03-Jun-1997 |
| Flow International Corporation | HORNET AND DESIGN | 2246964 | 25-May-1999 |
| Flow International Corporation | HORNET | 2263943 | 27-Jul-1999 |
| Flow International Corporation | DECK HOG | 2375714 | 08-Aug-2000 |
| Flow International Corporation | ESL | 2290982 | 09-Nov-1999 |
| Flow International Corporation | FLOW WAVE DESIGN | 2686853 | 11-Feb-2003 |
| Flow International Corporation | FLOW | 3435099 | 27-May-2008 |
| Flow International Corporation | FLOW | 3435436 | 27-May-2008 |
| Flow International Corporation | FLOW AND DESIGN | 3452750 | 24-Jun-2008 |

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| Flow International Corporation | FLOW AND DESIGN | 3452751 | 24-Jun-2008 |
| Flow International Corporation | FLOWJET | 3758220 | 09-Mar-2010 |
| Flow International Corporation | HYPLEX | 2972743 | 19-Jul-2005 |
| Flow International Corporation | DYNAMIC WATERJET | 2785072 | 18-Nov-2003 |
| Flow International Corporation | HYPERJET | 2898074 | 26-Oct-2004 |
| Flow International Corporation | DURAFLOW | 2910423 | 14-Dec-2004 |
| Flow International Corporation | POWERED BY FLOW and Design | 3433111 | 20-May-2008 |
| Flow International Corporation | POWERED BY FLOW | 3433112 | 20-May-2008 |
| Flow International Corporation | WATERJETPRO | 3433166 | 20-May-2008 |
| Flow International Corporation | XD | 4141187 | 15-May-2012 |
| Flow International Corporation | SIDEFIRE | 4558667 | 01-Jul-2014 |
| Flow International Corporation | AQUAFLOW | 4832779 | 13-Oct-2015 |
| Flow International Corporation | FLOWXPERT | 4720266 | 14-Apr-2015 |
| Flow International Corporation | WATERNIFE | 5369445 | 02-Jan-2018 |
| Flow International Corporation | PIVOT+ | 5434900 | 27-Mar-2018 |
| H2O Jet, Inc. | A NEW WORLD STANDARD | 2247305 | 25-May-1999 |
| H2O Jet, Inc. | ADVANTAGE | 3906710 | 18-Jan-2011 |
| H2O Jet, Inc. | H2O JET | 4021048 | 06-Sep-2011 |

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| H2O Jet, Inc. | IDE | 5231003 | 27-Jun-2017 |
| H2O Jet, Inc. | INTERNATIONAL WATERJET PARTS | 3221314 | 27-Mar-2007 |
| H2O Jet, Inc. | IWP | 3210161 | 20-Feb-2007 |
| H2O Jet, Inc. | KERF-JET | 2658884 | 10-Dec-2002 |
| H2O Jet, Inc. | WES-JET | 2442190 | 10-Apr-2001 |
| H2O Jet, Inc. | WESTERN GARNET INTERNATIONAL | 2120039 | 9-Dec-1997 |
| H2O Jet, Inc. | WESTERN GARNET INTERNATIONAL | 2121832 | 16-Dec-1997 |
| KMT Waterjet Systems, Inc. | AUTOLINE | 4324214 | 23-Apr-2013 |
| KMT Aqua-Dyne, Inc. | BLASTMAX | 3804018 | 15-Jun-2010 |
| KMT Waterjet Systems, Inc. | KMT | 5098878 | 13-Dec-2016 |
| KMT Waterjet Systems, Inc. | KMT WATERJET SYSTEMS | 3049121 | 24-Jan-2006 |
| KMT Waterjet Systems, Inc. | MCCARTNEY | 4405778 | 24-Sep-2013 |
| KMT Waterjet Systems, Inc. | NEOLINE | 4195641 | 21-Aug-2012 |
| KMT Waterjet Systems, Inc. | STREAMLINE | 1468814 | 15-Dec-1987 |
| KMT Waterjet Systems, Inc. | STREAMLINE PRO | 3663563 | 04-Aug-2009 |
| KMT Waterjet Systems, Inc. | TRILINE | 5192235 | 25-Apr-2017 |
| Dynamic Robotic Solutions, Inc. | ACCUFIND | 3225994 | 03-Apr-2007 |
| Dynamic Robotic Solutions, Inc. | ACCUTRIM | 3157858 | 17-Oct-2006 |
| Dynamic Robotic Solutions, Inc. | DRS | 5430904 | 27-Mar-2018 |

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| Dynamic Robotic Solutions, Inc. | DRS DYNAMIC ROBOTIC SOLUTIONS | 5332778 | 14-Nov-2017 |
| Dynamic Robotic Solutions, Inc. | DRS DYNAMIC ROBOTIC SOLUTIONS (Stylized) | 5332777 | 14-Nov-2017 |
| Dynamic Robotic Solutions, Inc. | JETTOOL | 2061356 | 13-May-1997 |
| Dynamic Robotic Solutions, Inc. | JETVAC | 3053736 | 31-Jan-2006 |
| Dynamic Robotic Solutions, Inc. | LASERWARE | 4810204 | 08-Sep-2015 |
| Dynamic Robotic Solutions, Inc. | ROBOTRIM | 2396148 | 17-Oct-2000 |
| Dynamic Robotic Solutions, Inc. | ROUTERVAC | 4174519 | 17-Jul-2012 |
| Dynamic Robotic Solutions, Inc. | ROUTERWARE | 2532447 | 22-Jan-2002 |
| Dynamic Robotic Solutions, Inc. | RPT | 2183308 | 25-Aug-1998 |
| Dynamic Robotic Solutions, Inc. | TRIMPRO | 3175338 | 21-Nov-2006 |

Schedule 3
Copyrights

| Reg. No. | Title | Owner | Reg. Date | Liens |
|-----------------|--|--------------------------------|------------------|--|
| TX0005704544 | Small high-pressure components operation and service manual : Revision F | Flow International Corporation | 5/1/2003 | Wilmington Trust Security Interest – 1/31/2014 V9908 D498 Ally Commercial Finance, LLC Security Interest – 1/31/2014 V9909 D573 |
| TX0005704545 | Small high-pressure components operation and service manual : Revision E | Flow International Corporation | 5/1/2003 | Wilmington Trust Security Interest – 1/31/2014 V9908 D498 Ally Commercial Finance, LLC Security Interest – 1/31/2014 V9909 D573 |