

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480745

<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>
Rochester Gauges, LLC		05/31/2018	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Fund Services, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87544878	R3T	
<b>Serial Number:</b>	76484971	VISIBLE	
<b>Serial Number:</b>	76275429	R3D	
<b>Serial Number:</b>	76169286	MAGNETEL	
<b>Serial Number:</b>	76143779	TWINSITE	
<b>Serial Number:</b>	76062517	R	
<b>Serial Number:</b>	76062516	R	
<b>Serial Number:</b>	75906395	ROUGH RIDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>	7132266000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/JMP/		

CH \$215.00 87544878

<b>DATE SIGNED:</b>	07/05/2018
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**Total Attachments: 7**

- source=2018-05-31 Executed Patent and Trademark Security Agreement - Rochester Gauges#page1.tif
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2018 (the “**Agreement**”), by and between ROCHESTER GAUGES, LLC, a Texas limited liability company (the “**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

### WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), the guarantors from time to time party to the Loan Agreement (collectively, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

**WHEREAS**, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications (excluding in each case any “intent to use” trademark applications filed with the United States Patent and Trademark Office, unless and until a statement of use is filed by Debtor and accepted by the United States Patent and Trademark Office, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law), and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

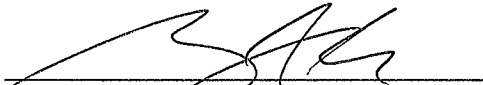
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer to be effective for all purposes as of the date first written above.

**DEBTOR:**

**ROCHESTER GAUGES, LLC**  
a Texas limited liability company

By:   
Name: Matthew Farrell  
Title: Authorized Person

**SECURED PARTY:**

**DEERPATH FUND SERVICES, LLC**  
a Delaware limited liability company,  
as Agent

By:   
Name: Anish Bahl  
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006373 FRAME: 0072**

**Schedule 1**

**to**

**Patent and Trademark Security Agreement**

***Patents***

US Patents

<b>Loan Party</b>	<b>Patent App. No.</b>	<b>Patent No.</b>	<b>Patent Title</b>	<b>Status</b>
Rochester Gauges, LLC	13/053,637	8,590,375	Self-calibrating capacitive liquid level sensor assembly and method	2 <sup>nd</sup> maintenance fee due 5/26/2021
Rochester Gauges, LLC	12/696,827	8,047,223	Gauge assembly having a stop fill device	8 <sup>th</sup> year maintenance fee due between 11/1/2018 and 5/1/2019
Rochester Gauges, LLC	11/840,913	7,921,873	Service valve assembly having a stop fill device and a liquid level indicating dial	8 <sup>th</sup> year maintenance fee due between 4/12/2018 and 10/12/2018
Rochester Gauges, LLC	11/840,915	7,726,334	Service valve assembly having a stop fill device and remote liquid level indicator	8 <sup>th</sup> year maintenance fee due no later than 6/1/2018 (last date to file)
Rochester Gauges, LLC	11/931,807	7,690,323	Gauge head assembly with non-magnetic insert	8 <sup>th</sup> year maintenance fee due no later than 4/6/2018 (not renewed per Company)
Rochester Gauges, LLC	11/932,587	7,654,281	Gauge Assembly having a stop fill device	8 <sup>th</sup> year maintenance fee due between 2/2/2021 and 8/2/2021
Rochester Gauges, LLC	D/257,183	D583,693	Dial assembly for a gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	11/084,574	7,219,546	Gear and drive shaft assembly for a float gauge	12 <sup>th</sup> year maintenance fee due between 5/22/2018 and 11/23/2018
Rochester Gauges, LLC	D/231,524	D539,685	Dial assembly design	No maintenance fees due on design patent
Rochester Gauges, LLC	D/231,525	D538,693	Gauge dial housing	No maintenance fees due on design patent
Rochester Gauges, LLC	D/231,523	D535,901	Float arm	No maintenance fees due on design patent
Rochester Gauges, LLC	10/337,810	6,679,116	Liquid level gauge with removable Hall device	12 <sup>th</sup> year maintenance fees paid on 7/24/2015
Rochester Gauges, LLC	09/758,857	6,564,632	Liquid level gauge with removable hall device	12 <sup>th</sup> year maintenance fees paid on 11/20/2014
Rochester Gauges, LLC	09/795,233	6,523,406	Gear assembly with alignment feature	12 <sup>th</sup> year maintenance fees paid on 8/14/2014
Rochester Gauges, LLC	09/566,593	6,253,609	Liquid level gauge with hinged float arm	12 <sup>th</sup> year maintenance fees paid on 6/12/2012
Rochester Gauges, LLC	09/141,504	6,216,534	Liquid level gauge with hinged float arm	12 <sup>th</sup> year maintenance fees paid on 10/12/2012
Rochester Gauges, LLC	09/369,126	6,170,328	Lever gauge with hinged arms	12 <sup>th</sup> year maintenance fees paid on 7/12/2012

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
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Rochester Gauges, LLC	62/631,408	n/a	GWR probe with boomerang pulse	Provisional application expires on 2/15/2019
Rochester Gauges, LLC	29/633,037	n/a	Lens cover for liquid level gauge	Awaiting first office action
Rochester Gauges, LLC	29/633,034	n/a	Sensor module for liquid level gauge	Awaiting first office action
Rochester Gauges, LLC	62/586,160	n/a	Low-cost transducer using time domain reflectometry	Provisional application expires on 11/14/2018
Rochester Gauges, LLC	15/492,862	n/a	Magnetel with electronic display & wireless communications	Pending
Rochester Gauges, LLC	15/490,881	9,958,312	Liquid level gauge for pressurized tanks	
Rochester Gauges, LLC	15/421,773	n/a	Electronic Assembly with integral damping (for reed gauge)	Awaiting first office action
Rochester Gauges, LLC	14/958,925	n/a	Sealed head construction for liquid level transducers	Awaiting second office action
Rochester Gauges, LLC	29/380,010	D662,000	Liquid level gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	29/387,969	D662,001	Liquid level gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	29/411,163	D668,572	Liquid level gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	29/534,674	D750,507	Remote ready temperature gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	13/625,655	8,567,244	Reed array (isolated sensors) CIP	2 <sup>nd</sup> maintenance fee due 4/29/2021
Rochester Gauges, LLC	12/886,381	8,604,934	Forklift IR gauge	2 <sup>nd</sup> maintenance fee due 6/10/2021
Rochester Gauges, LLC	13/477,174	9,068,877	Float arm – adjustable counterbalance	1 <sup>st</sup> maintenance fee due 12/30/2018
Rochester Gauges, LLC	13/352,320	9,116,030	Reed array (isolated sensors)	1 <sup>st</sup> maintenance fee due 2/25/2019
Rochester Gauges, LLC	14/482,573	9,151,657	Rail car liquid level gauge	1 <sup>st</sup> maintenance fee due 4/06/2019
Rochester Gauges, LLC	14/677,914	9,297,686	Liquid level transducer with insertable quality sensor module	1 <sup>st</sup> maintenance fee due 9/29/2019
Rochester Gauges, LLC	13/477,176	9,304,027	Magnetel angled dial head	1 <sup>st</sup> maintenance fee due 10/5/2019
Rochester Gauges, LLC	14/614,397	9,464,929	Liquid level transducer with pivoting and linear motion	1 <sup>st</sup> maintenance fee due 4/11/2020
Rochester Gauges, LLC	14/605,659	9,683,874	Modular tube in head construction	1 <sup>st</sup> maintenance fee due 12/20/2020
Rochester Gauges, LLC	15/934,049	N/A	R3D Extension with Keyed Insert & Lens Cover	Pending


### Foreign Patents

Loan Party	Patent App. No.	Patent No.	Patent Title	Status/Country
Rochester Gauges,	WO2010US4323	N/A	Adaptor assembly and system	World



LLC	4		for pressurized containers	Organization
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**Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks**

<u>Mark</u>	<u>Loan Party</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
R3T	Rochester Gauges, LLC	87544878	5406948	2/20/2018	US
VISIBLE	Rochester Gauges, LLC	76484971	2790932	12/9/2003	US
R3D	Rochester Gauges, LLC	76275429	2599394	7/23/2002	US
MAGNETEL	Rochester Gauges, LLC	76169286	2546710	3/12/2002	US
TWINSITE	Rochester Gauges, LLC	76143779	2549524	3/19/2002	US
	Rochester Gauges, LLC	76062517	2524490	1/1/2002	US
R	Rochester Gauges, LLC	76062516	2566693	5/7/2002	US
ROUGH RIDER	Rochester Gauges, LLC	75906395	2454988	5/29/2001	US
RG logo	Rochester Gauges, LLC	0432884	671993	9/27/2000	MX
R logo	Rochester Gauges, LLC	0432885	735854	2/28/2002	MX
ROUGH RIDER	Rochester Gauges, LLC	0431298	665266	7/26/2000	MX
MAGNETEL	Rochester Gauges, LLC	0503115	126726	12/14/1965	MX
ROCHESTER	Rochester Gauges, LLC	0125862	127328	2/1/1966	MX