

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Torrent Resources, Incorporated		06/06/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 North River Rd.		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4849052	MINIMAX	
Registration Number:	3062875	THE WATERMARK FOR DRAINAGE SOLUTIONS	
Registration Number:	3067759	T	
Registration Number:	3130734	TORRENT	
Registration Number:	3160013	TORRENT RESOURCES	
Registration Number:	3067703	MAXWELL	
Registration Number:	3078884	ENVIBRO	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3127155737		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	C. Grant McCorkhill		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn St., 30th Flr.		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	C. Grant McCorkhill		
SIGNATURE:	/C. Grant McCorkhill/		

OP \$190.00 4849052

DATE SIGNED:	06/08/2018
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Total Attachments: 7

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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

June 6, 2018

TORRENT RESOURCES, INCORPORATED, an Arizona corporation (the "Borrower" or "Grantor"), **TORRENT GROUP HOLDINGS, INC.**, a Delaware corporation, and **MB FINANCIAL BANK, N.A.**, a national banking association (the "Lender" or the "Grantee"), have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

A. Pursuant to the terms of the Loan Agreement, the Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

B. The Grantor has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(a) the patents and patent applications, including those set forth in Schedule A hereto, and all inventions and improvements described and claimed therein, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (the "Patents");

(b) 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 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 under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, 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 each such Grantor accruing thereunder or pertaining thereto;

(e) 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

(f) 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 of the foregoing.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If the Grantor shall obtain rights to any new patents, trademarks, service marks and/or copyrights, the provisions of this Security Interest Grant Intellectual Property (this "Grant") shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new patents, trademarks, service marks and/or copyrights. Without limiting Grantor's obligations under this paragraph, the Grantor hereby authorizes the Lender to unilaterally modify this Grant by amending Schedule A, Schedule B and/or Schedule C, as applicable, to include any such new patents, trademarks, service marks and/or copyrights rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Grant or amend any Schedule hereto shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all Intellectual Property Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

Delivery of an executed counterpart of a signature page of this Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Grant.

This Grant shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

Terms defined in the Loan Agreement and used herein without other definition shall have the respective meanings assigned to them in the Loan Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed effective as of the date first written above.

GRANTOR:

TORRENT RESOURCES, INCORPORATED, an
Arizona corporation

By: 
Name: Kirsten Stasney
Its: Chief Financial Officer

[Signature Page to Security Interest Grant Intellectual Property (First Lien)]

TRADEMARK
REEL: 006402 FRAME: 0258

SCHEDULE A
PATENTS

None.

SCHEDULE B
TRADEMARKS/SERVICE MARKS

Mark	Number	Date	Jurisdiction	Grantor/Owner
MINIMAX	4,849,052	11/10/2015	United States	Torrent Resources, Incorporated
THE WATERMARK FOR DRAINAGE SOLUTIONS	3,062,875	2/28/2006	United States	Torrent Resources, Incorporated
T Logo	3,067,759	3/14/2006	United States	Torrent Resources, Incorporated
TORRENT	3,130,734	8/15/2006	United States	Torrent Resources, Incorporated
TORRENT RESOURCES	3,160,013	10/17/2006	United States	Torrent Resources, Incorporated
MAXWELL	3,067,703	3/14/2006	United States	Torrent Resources, Incorporated
ENVIBRO	3,078,884	4/11/2006	United States	Torrent Resources, Incorporated
ENVIBRO	27891	9/25/1989	Arizona	Torrent Resources, Incorporated

SCHEDULE C
COPYRIGHTS

Copyright	Number	Date	Country	Grantor/Owner
Existing site remediation: environmental applications	TX4517973	4/16/1997	United States	Torrent Resources, Incorporated
Maximizing natural resources through experience and technology	TX4518334	4/16/1997	United States	Torrent Resources, Incorporated
MaxWell IV drainage system detail and specifications	TX4519208	4/16/1997	United States	Torrent Resources, Incorporated
MaxWell plus drainage system detail and specifications	TX4519209	4/16/1997	United States	Torrent Resources, Incorporated
Municipal and remediation recharge	TX4518335	4/16/1997	United States	Torrent Resources, Incorporated
Pattern drilling / soil remediation	TX4522010	4/16/1997	United States	Torrent Resources, Incorporated
The Envibro System drainage system: product information and design features	TX4517974	4/16/1997	United States	Torrent Resources, Incorporated
The Envibro drainage system detail and specifications	TX4519210	4/16/1997	United States	Torrent Resources, Incorporated
The MaxWell III : drawing MDI-880-III	VA75502	5/1/1981	United States	Torrent Resources, Incorporated
The MaxWell IV – adhesive backed stormwater drywell drawing and accompanying overlay	TX2488741	1/18/1989	United States	Torrent Resources, Incorporated
The MaxWell IV: product catalog 187-1 : a new high-performance storm water drywell	TX2529559	1/17/1989	United States	Torrent Resources, Incorporated
The MaxWell III : product catalog	TX681406	5/1/1981	United States	Torrent Resources, Incorporated

880-1 : a new high-performance storm water injection well				
The MaxWell drainage system : design suggestions for retention and drainage system	TX4519211	4/16/1997	United States	Torrent Resources, Incorporated
The MaxWell IV drainage system : product information and design features	TX4524772	4/16/1997	United States	Torrent Resources, Incorporated
The MaxWell Plus drainage system : product information and design features	TX4524773	4/16/1997	United States	Torrent Resources, Incorporated