

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquam USA, Inc.		10/01/2018	Corporation: DELAWARE
Nu Flow Technologies (2000) Inc.		10/01/2018	Corporation: ONTARIO
Orbis Intelligent Systems, Inc.		10/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EICF Agent LLC, as Agent		
Street Address:	622 3rd Avenue, 37th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4761132	AQUAM	
Registration Number:	3362581	NU FLOW	
Registration Number:	3485032	NU FLOW RELINE REPAIR RENEW	
Registration Number:	4814095	SPT	
Serial Number:	87929888	NU DRAIN	
Serial Number:	87929892	NU LINE	
Serial Number:	87899699	PIPE ANGEL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-655-3320		
Email:	pwright@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Patricia A. Wright, Admin. Assist/Parale		
Address Line 4:	New York, NEW YORK 10020		

OP \$190.00 4761132

NAME OF SUBMITTER:	Patricia A. Wright
SIGNATURE:	/Patricia A. Wright/
DATE SIGNED:	10/04/2018
Total Attachments: 8 source=AQUAM TRADEMARK RECORDATION FORM#page1.tif source=AQUAM TRADEMARK RECORDATION FORM#page2.tif source=AQUAM TRADEMARK RECORDATION FORM#page3.tif source=AQUAM TRADEMARK RECORDATION FORM#page4.tif source=AQUAM TRADEMARK RECORDATION FORM#page5.tif source=AQUAM TRADEMARK RECORDATION FORM#page6.tif source=AQUAM TRADEMARK RECORDATION FORM#page7.tif source=AQUAM TRADEMARK RECORDATION FORM#page8.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Aquam USA, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: EICF AGENT LLC, as Agent

Internal _____

Address: _____

Street Address: 622 3rd Avenue, 37th Floor

City: New York,

State: New York

Country: USA Zip: 10017

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 1, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I to the attached Trademark Security Agreement

B. Trademark Registration No.(s)

See Schedule I to the attached Trademark Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule I attached to the Trademark Security Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Patricia Wright, Admin Assist/Para

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-3320

Fax Number: (212) 655-3321

Email Address: pwright@chapman.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

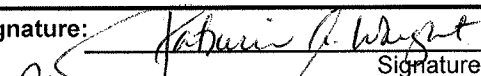
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

_____ Date

Patricia D. Wright
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
(Continuation Sheet)

1. Additional Names of Conveying Parties:

Nu Flow Technologies (2000) Inc. (Ontario Corporation)
Orbis Intelligent Systems, Inc. (Delaware Corporation)

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of October 1, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of EICF AGENT LLC, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of October 1, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among AQUAM USA, INC., a Delaware corporation (“Borrower”), the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to the Loan Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks owned by such Grantor and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Agent.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder. **NOTWITHSTANDING THE FOREGOING, GRANTOR SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON.**

Section 6. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Agent shall, at the sole cost and expense of the Credit Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

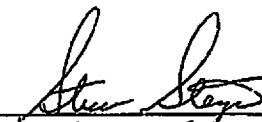
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


AQUAM USA, INC.,
as Grantor

By: 
Name: Steve Stringer
Title: CFO

NU FLOW TECHNOLOGIES (2000) INC.,
as Grantor

By: 
Name: Steve Stringer
Title: CFO

ORBIS INTELLIGENT SYSTEMS, INC.,
as Grantor

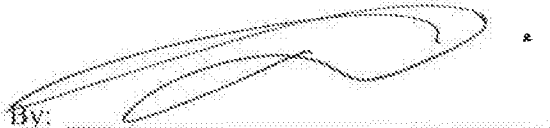
By: 
Name: Dan Spiller
Title: CEO

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006465 FRAME: 0051

ACCEPTED AND AGREED
as of the date first above written:

EICF AGENT LLC, as Agent



By: _____

Name: HARRY GIOVAN

Title: AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

A. U.S. REGISTERED TRADEMARKS

Trademark Description	Registered Owner	Registration Number	Registration Date
AQUAM	Aquam USA, Inc.	4761132	June 23, 2015
NU FLOW	Nu Flow Technologies (2000) Inc.	3362581	January 1, 2018
[NU FLOW RELINE REPAIR RENEW]* *Trademark found on USPTO website. Please include in next turn of perfection certificate. Release of assignment by Wellington required.	Nu Flow Technologies (2000) Inc.	3485032	August 12, 2008
SPT	Aquam USA, Inc.	4814095	September 15, 2015

B. U.S. TRADEMARK APPLICATIONS

Trademark Description	Registered Owner	Application Number	Application Date
NU DRAIN	Nu Flow Technologies (2000) Inc.	87929888	May 21, 2018
NU LINE	Nu Flow Technologies (2000) Inc.	87929892	May 21, 2018
PIPE ANGEL	Orbis Intelligent Systems, Inc.	87899699	April 30, 2018

Canadian Trademarks

A. CANADIAN TRADEMARK APPLICATIONS

Trademark Description	Registered Owner	Application Number	Application Date
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AQUAM	Nu Flow Technologies (2000) Inc.	1833774	April 21, 2017
NU DRAIN	Nu Flow Technologies (2000) Inc.	1869203	November 22, 2017
NU LINE	Nu Flow Technologies (2000) Inc.	1869202	November 22, 2017
PIPE ANGEL	Orbis Intelligent Systems, Inc.	1865333	April 30, 2018