

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507122

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Osmose Utilities Services, Inc,		01/23/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC
Street Address:	200 W Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	87312917	COVERCAP
Serial Number:	85029765	COVERCAP
Serial Number:	76617730	C-TRUSS
Serial Number:	76620910	DURAFUME
Serial Number:	86559354	EZ-FUME
Serial Number:	85519481	FIRE-GUARD
Serial Number:	72097243	HOLLOW HEART
Serial Number:	77219051	LOADCALC
Serial Number:	73806869	MITC-FUME
Serial Number:	77220899	MP400-EXT
Serial Number:	86242788	MP500-EXT
Serial Number:	77925806	O-CALC
Serial Number:	87662845	OSMOARM
Serial Number:	78868702	OSMO-C2-TRUSS
Serial Number:	87662821	OSMOCRETE
Serial Number:	76617732	OSMO-C-TRUSS
Serial Number:	87861463	OSMOLYTICS
Serial Number:	87662731	OSMOPLATE

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Property Type	Number	Word Mark
Serial Number:	76281401	OSMOSE
Serial Number:	87144176	OSMOSET
Serial Number:	87662787	OSMOSPLICE
Serial Number:	87662713	OSMOSTEEL
Serial Number:	88015440	OSMOWELD
Serial Number:	77303135	POLE TOPPER
Serial Number:	77219439	STRENGTHCALC
Serial Number:	73056111	WOODFUME

CORRESPONDENCE DATA

Fax Number:

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: 2128598563
Email: daniel.stern@friedfrank.com
Correspondent Name: Daniel E. Stern
Address Line 1: 1 New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	2278-5561
NAME OF SUBMITTER:	Daniel Stern
SIGNATURE:	/Daniel Stern/
DATE SIGNED:	01/24/2019

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 23, 2019 (this “Agreement”), among Osmose Utilities Services, Inc. (the “Grantor”) and Goldman Sachs Lending Partners LLC (in such capacity, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of January 23, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among OHI Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), Osmose Utilities Services, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and the Administrative Agent and (b) the Pledge and Security Agreement dated as of January 23, 2019 (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties and their successors and assigns, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature


page to this Agreement by facsimile transmission or by email as “.pdf” or “.tif” attachment shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OSMOSE UTILITIES SERVICES, INC.

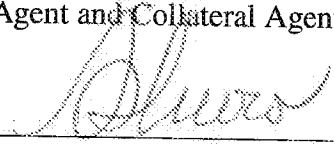
By: 
Name: W. Clay Herron
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006535 FRAME: 0292

GOLDMAN SACHS LENDING PARTNERS LLC,
as Administrative Agent and Collateral Agent

By:
Name:
Title:



Anna Ashurov
Authorized Signatory

SCHEDULE I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
COVERCAP	U.S.	87312917 1/25/2017	5399643 2/13/2018	Osmose Utilities Services, Inc.
COVERCAP	U.S.	85029765 5/4/2010	3858592 10/5/2010	Osmose Utilities Services, Inc.
C-TRUSS	U.S.	76617730 10/26/2004	3416496 4/29/2008	Osmose Utilities Services, Inc.
DURAFUME	U.S.	76620910 11/17/2004	3146063 9/19/2006	Osmose Utilities Services, Inc.
EZ-FUME	U.S.	86559354 3/10/2015	4868404 12/8/2015	Osmose Utilities Services, Inc.
FIRE-GUARD	U.S.	85519481 1/18/2012	4164768 6/26/2012	Osmose Utilities Services, Inc.
HOLLOW HEART	U.S.	72097243 5/16/1960	0709197 1/3/1961	Osmose Utilities Services, Inc.
IKAIKA	Hawaii	—	4071892 4/15/2009	Osmose Utilities Services, Inc.
IKAIKA MASONRY & UTILITIES	Hawaii	—	236496 8/11/1999	Osmose Utilities Services, Inc.
LOADCALC	U.S.	77219051 6/29/2007	3715766 11/24/2009	Osmose Utilities Services, Inc.
MITC-FUME	U.S.	73806869 6/15/1989	1585282 3/6/1990	Osmose Utilities Services, Inc.
MP400-EXT	U.S.	77220899 7/2/2007	3640307 6/16/2009	Osmose Utilities Services, Inc.
MP500-EXT	U.S.	86242788 4/4/2014	4721478 4/14/2015	Osmose Utilities Services, Inc.
O-CALC	U.S.	77925806 2/2/2010	3852883 9/28/2010	Osmose Utilities Services, Inc.
OSMOARM	U.S.	87662845 10/27/2017	—	Osmose Utilities Services, Inc.
OSMO-C2-TRUSS	U.S.	78868702 4/25/2006	3211202 2/20/2007	Osmose Utilities Services, Inc.
OSMOCRETE	U.S.	87662821 10/27/2017	—	Osmose Utilities Services, Inc.
OSMO-C-TRUSS	U.S.	76617732 10/26/2004	3031298 12/20/2005	Osmose Utilities Services, Inc.
OSMOLYTICS	U.S.	87861463 4/3/2018	—	Osmose Utilities Services, Inc.
OSMOPLATE	U.S.	87662731 10/27/2017	—	Osmose Utilities Services, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
OSMOSE	U.S.	76281401 7/6/2001	2763317 9/16/2003	Osmose Utilities Services, Inc.
OSMOSET	U.S.	87144176 8/19/2016	5170789 3/28/2017	Osmose Utilities Services, Inc.
OSMOSPLICE	U.S.	87662787 10/27/2017	—	Osmose Utilities Services, Inc.
OSMOSTEEL	U.S.	87662713 10/27/2017	—	Osmose Utilities Services, Inc.
OSMOWELD	U.S.	88015440 6/26/2018	5607281 11/13/2018	Osmose Utilities Services, Inc.
POLE TOPPER	U.S.	77303135 10/12/2007	3633706 6/9/2009	Osmose Utilities Services, Inc.
STRENGTHCALC	U.S.	77219439 6/29/2007	3715767 11/24/2009	Osmose Utilities Services, Inc.
WOODFUME	U.S.	73056111 6/25/1975	1054920 12/28/1976	Osmose Utilities Services, Inc.

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