

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COSA XENTAUR CORPORATION		02/13/2019	Corporation: DELAWARE
LAR PROCESS ANALYSERS AG		02/13/2019	Corporation: GERMANY

RECEIVING PARTY DATA

Name:	CRYSTAL FINANCIAL LLC, as Administrative Agent
Street Address:	Two International Place, 17th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2080082	XENTAUR
Registration Number:	5578391	WITH HTF TECHNOLOGY
Registration Number:	5578390	WITH HTF TECHNOLOGY
Registration Number:	5432844	XENTAUR
Registration Number:	5568501	
Registration Number:	4247200	SPINPULSE
Registration Number:	5578392	COSA + XENTAUR
Registration Number:	4286814	SCANSWIFT-IR
Registration Number:	3712101	LAR
Registration Number:	2347242	QUICKTOC
Registration Number:	3906042	QUICKCOD

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

TRADEMARK

Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal Street
Address Line 2: c/o Morgan Iewis Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 02/16/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 13, 2019 (this “Agreement”), is made by COSA XENTAUR CORPORATION, a Delaware corporation (“COSA”) and LAR PROCESS ANALYSERS AG, a German stock company (“LAR” and together with COSA, each a “Grantor” and, collectively, the “Grantors”), in favor of CRYSTAL FINANCIAL LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 13, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PROCESS INSIGHTS, INC., a Delaware corporation (“Holdings”), COSA, TIGER OPTICS, LLC, a Pennsylvania limited liability company (“Tiger Optics”), ALPHA OMEGA INSTRUMENTS CORP., a Rhode Island corporation (“Alpha Omega”; and together with COSA, Tiger Optics, and each other Person from time to time that becomes a party thereto are referred to hereinafter each individually as a “Borrower”, and collectively, as the “Borrowers”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CRYSTAL FINANCIAL LLC, a Delaware limited liability company, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Credit Agreement to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, COSA is party to that certain Security Agreement dated as of February 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Agreement, and LAR is party to certain German Collateral Documents (as defined in the Credit Agreement) in favor of the Agent pursuant to which LAR is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers 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 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 Secured Obligations of such Grantor, hereby mortgages, pledges, and hypothecates to Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties 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 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.

Section 3. Security Agreement and German Collateral Documents. The security interest granted pursuant to this Agreement is subject to the Limitation of Enforcement of German Securities/Guarantee (as defined in the Credit Agreement) and is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the applicable German Collateral Documents, 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 Security Agreement and the applicable German Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 subject to a security interest hereunder.

Section 5. Counterparts. This 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.

Section 6. Governing Law. This 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.

- Remainder of Page Intentionally Left Blank; 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,

COSA XENTAUR CORPORATION,
as a Grantor

By: Neil Hekking
Name: Neil Hekking
Title: Chief Financial Officer

LAR PROCESS ANALYSERS AG,
as a Grantor

By: _____
Name: Jochen Eberheim
Title: Director


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,

COSA XENTAUR CORPORATION,
as a Grantor

By: _____
Name: Neil Hekking
Title: Chief Financial Officer

LAR PROCESS ANALYSERS AG,
as a Grantor

By:  _____
Name: Jochen Eberheim
Title: Director

[Process Insights – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006565 FRAME: 0495

ACCEPTED AND AGREED
as of the date first above written:

CRYSTAL FINANCIAL Agent

By:
Name: Tyler
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Registration No.	Current Owner of Record
XENTAUR Design	USA	2080082	Cosa Xentaur Corporation
WITH HTF TECHNOLOGY Design	USA	5578391	Cosa Xentaur Corporation
WITH HTF TECHNOLOGY	USA	5578390	Cosa Xentaur Corporation
XENTAUR	USA	5432844	Cosa Xentaur Corporation
COSA Design	USA	5568501	Cosa Xentaur Corporation
SPINPULSE	USA	4247200	Cosa Xentaur Corporation
COSA+XENTAUR	USA	5578392	Cosa Xentaur Corporation
SCANSWIFT-IR	USA	4286814	Cosa Xentaur Corporation
LAR	EU	3748217	LAR Process Analysers AG
LAR	USA	3712101	LAR Process Analysers AG
LAR	China	4003764	LAR Process Analysers AG
LAR	China	4003765	LAR Process Analysers AG
LAR Logo	European Union	4152161	LAR Process Analysers AG
LAR Logo	China	4681406	LAR Process Analysers AG
LAR Logo	China	4681405	LAR Process Analysers AG
QuickTOC (Marke)	China	3354064	LAR Process Analysers AG
QuickTOC (Wortmarke)	China	3354065	LAR Process Analysers AG
QuickTOC (Marke)	EU	1320647	LAR Process Analysers AG
QuickTOC	USA	2,347,242	LAR Process Analysers AG

Mark	Jurisdiction	Registration No.	Current Owner of Record
LAR BioMonitor	DE	1180295	LAR Process Analysers AG
NITRITOX (Wortmarke)	DE	39518043	LAR Process Analysers AG
NITRITOX	International (CH, CN, ES, FR, PL, BX, KP)	647298	LAR Process Analysers AG
QuickTON	European Union	2829968	LAR Process Analysers AG
QuickCOD	China	3346336	LAR Process Analysers AG
QuickCOD (Wortmarke)	China	3346337	LAR Process Analysers AG
QuickCOD	USA	3,906,042	LAR Process Analysers AG
Elox	China	3746598	LAR Process Analysers AG
Photolyser	International (CN, KR)	847161	LAR Process Analysers AG
ToxAlarm	Brazil	831211415	LAR Process Analysers AG
ToxAlarm	Germany	302011034040	LAR Process Analysers AG
ToxAlarm	European Union	831211415	LAR Process Analysers AG
ToxAlarm	India	2223737	LAR Process Analysers AG
ToxAlarm	International (CN, KR, RU, US)	1106181	LAR Process Analysers AG
FlowSampler (Design)	China	ZL2012303241 85.3	LAR Process Analysers AG
FlowSampler (Design)	European Union	002057521	LAR Process Analysers AG
BioMonitor (Design)	China	ZL2013303742 279	LAR Process Analysers AG
BioMonitor (Design)	European Union	002373886- 0001	LAR Process Analysers AG
Waste Water Analysis Device - BioMonitor	China	2013206058929	LAR Process Analysers AG
“Quickoiw”	European Union	016243636	LAR Process Analysers AG
“Quickoiw”	International (CN, IN, KR, RU, US)	1405746	LAR Process Analysers AG

2. TRADEMARK APPLICATIONS

None