

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babson Capital Finance LLC, as Administrative Agent		04/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SEATTLE METRICS INC.		
Street Address:	19026 72nd Avenue South		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4842445	JWAVE	
Registration Number:	1551761	INW	
Registration Number:	1667452	AQUISTAR	
Registration Number:	3047647	WAVEDATA	
Registration Number:	2048228	SEAMETRICS	
Registration Number:	4970098	ECOPRO	
Serial Number:	87091627	WATER SOLUTIONS FOR LIFE	
Registration Number:	1536200	INSTRUMENTATION NORTHWEST	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP/Noah Shier		
Address Line 1:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	000358-165715		
NAME OF SUBMITTER:	Noah Shier		

CH \$215.00 4842445

SIGNATURE:	/Noah Shier/
DATE SIGNED:	04/23/2019
Total Attachments: 4 source=2. Termination and Release of Trademark Security Interest - Babson Capital Finance LLC to Seattle Metrics Inc#page1.tif source=2. Termination and Release of Trademark Security Interest - Babson Capital Finance LLC to Seattle Metrics Inc#page2.tif source=2. Termination and Release of Trademark Security Interest - Babson Capital Finance LLC to Seattle Metrics Inc#page3.tif source=2. Termination and Release of Trademark Security Interest - Babson Capital Finance LLC to Seattle Metrics Inc#page4.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of April 23, 2019 (“Release”), is made by BARINGS FINANCE LLC (f/k/a Babson Capital Finance LLC), a Delaware limited liability company (“Agent”), in favor of SEATTLE METRICS INC., a Washington corporation (“Grantor”).

WHEREAS, Agent, Grantor, and certain other parties have entered into that certain Amended and Restated Credit Agreement, dated as of April 21, 2015 (as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 26, 2016, by and between Agent and Grantor (the “IP Security Agreement”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property, including, without limitation, the Trademark Collateral;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on September 5, 2016 at Reel 005870 Frame 0687; and

WHEREAS, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto); and

(b) reassigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby.

SECTION 3. Recordation and Further Assurances. Agent hereby:

(a) authorizes Grantor or any of its authorized representatives to file this Release with the USPTO or any similar office or agency within or outside the United States at Grantor’s expense;

(b) further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release; and

(c) agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor, at the Grantor's expense, to fully effectuate the purposes of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

BARINGS FINANCE, LLC

By: 
Name: Mark Hindson
Its: Managing Director

Schedule A

U.S. Trademarks of the Grantor

<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>	<u>Owner</u>
JWAVE	U.S.	86/368,455 4,842,445	08/15/2014 10/27/2015	Grantor
INW	U.S.	73/770,307 1,551,761	12/19/1988 08/15/1989	Grantor
AQUISTAR	U.S.	74/120,250 1,667,452	12/03/1990 12/10/1991	Grantor
WAVEDATA	U.S.	76/593,710 3,047,647	05/24/2004 01/24/2006	Grantor
SEAMETRICS	U.S.	74/667,831 2,048,228	05/01/1995 03/25/1997	Grantor
ECOPRO	U.S.	86/562,559 4,970,098	03/12/2015 05/31/2016	Grantor
WATER SOLUTIONS FOR LIFE	U.S.	87/091,627	05/24/2016	Grantor
INSTRUMENTATION NORTHWEST	U.S.	73/733,800 1,536,200	06/13/1988 04/25/1989	Grantor