

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENSORTECH SYSTEMS, INC.		05/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRYSTAL FINANCIAL LLC, as 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: 2			
Property Type	Number	Word Mark	
Registration Number:	5456045	SENSORTECH.COM	
Registration Number:	5456046	SENSORTECH SYSTEMS INC.	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan lewis Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	05/14/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2019 (this "Agreement"), is made by **SENSORTECH SYSTEMS, INC.**, a Delaware corporation ("Grantor"), 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 December 28, 2018 (as amended by that certain First Amendment, Joinder and Limited Waiver to the Credit Agreement, dated as of March 27, 2019, and as may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **KPM ANALYTICS US HOLDING, INC.**, a Delaware corporation ("Holdings"), **KPM ANALYTICS US HOLDING 2, INC.**, a Delaware corporation ("KPM USH2"), **KPM ANALYTICS, INC.**, a Delaware corporation ("KPM Analytics"), **KPM ANALYTICS NORTH AMERICA CORPORATION (FORMERLY KNOWN AS PROCESS SENSORS CORPORATION)**, a Delaware corporation ("KANAC"; and together with KPM USH2, and KPM Analytics 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, the Grantor, the other Borrowers, and certain other Credit Parties are party to that certain Security Agreement dated as of December 28, 2018 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor 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 Credit Agreement and the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademarks. The 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 the Grantor, hereby mortgages, pledges, hypothecates 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, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

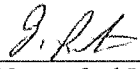
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

IN WITNESS WHEREOF, the 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,

SENSORTECH SYSTEMS, INC.,
as the Grantor

By: 
Name: Joel Litman
Title: Secretary

[KPM – Signature Page to Trademark Security Agreement (Sensortech)]

TRADEMARK
REEL: 006645 FRAME: 0701

ACKNOWLEDGED AND AGREED to
as of the date first above written:

CRYSTAL FINANCIAL LLC, as Agent

By: 
Name: _____
Title: **Mirko Andric**
Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS:

Mark	Registration Number	Registration Date	Owner
SENSORTECH.COM	5,456,045	01-May-18	Sensortech Systems, Inc.
SENSORTECH SYSTEMS INC.	5,456,046	01-May-18	Sensortech Systems, Inc.

TRADEMARK APPLICATIONS:

None.