

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557481

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rainwise, Inc. | | 01/13/2020 | Corporation: MAINE |
| RECEIVING PARTY DATA | | | |
| Name: | The Huntington National Bank, as Administrative Agent | | |
| Street Address: | 5555 Cleveland Ave. | | |
| Internal Address: | GW1W37 | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43231 | | |
| Entity Type: | a national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2332524 | WEATHERLOG | |
| Registration Number: | 1971380 | | |
| Registration Number: | 1017899 | RAINWISE | |
| Registration Number: | 1360350 | ORACLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7349302494 | | |
| <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: | 7349302488 | | |
| Email: | ipfilings@bodmanlaw.com | | |
| Correspondent Name: | Susan M. Kornfield - Bodman PLC | | |
| Address Line 1: | 201 South Division | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | SUSAN M. KORNFIELD | | |
| SIGNATURE: | /susan m. kornfield/ | | |
| DATE SIGNED: | 01/14/2020 | | |
| Total Attachments: 6 | | | |

OP \$115.00 2332524

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of January 13, 2020 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and The Huntington National Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of October 6, 2017 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Nielsen-Kellerman Acquisition Corp. ("Company"), SSH Environmental Industries, Inc. ("SSH"), Nielsen-Kellerman Co. ("NK"), Ambient, LLC ("Ambient"), Ambient Web Services, LLC ("Ambient Web") and following the consummation of the Rainwise Acquisition (as defined below), Rainwise, Inc. ("Rainwise" and together with the Company, SSH, NK, Ambient and Ambient Web, the "Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend credit to the Borrowers, as provided therein;

B. WHEREAS, in connection with the Credit Agreement, the Debtors are parties to that certain Security Agreement, dated as of October 6, 2017, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, in connection with the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the Lenders to enter into the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Administrative Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement or (b) if the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with the terms of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

RAINWISE INC.

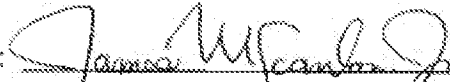
By: 

Name: Brent Simon

Title: Vice President

SECURED PARTY:


THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 
Name: James M. Scarbo Jr.
Title: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|-----------|-------------|-----------|------------|
| WEATHERLOG | 75/686323 | 04/19/1999 | 2,332,524 | 03/21/2000 |
|  | 74/679557 | 05/24/1995 | 1,971,380 | 04/30/1996 |
| RAINWISE | 73/026160 | 07/05/1974 | 1,017,899 | 08/12/1975 |
| ORACLE | 73/529841 | 04/01/1985 | 1,360,350 | 09/17/1985 |