

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM557839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sabre Intellectual Property Holdings LLC		01/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovatus Flagship Fund I, LP		
Street Address:	777 Third Avenue, 25th Floor		
Internal Address:	C/O Innovatus Capital Partners, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4760444		
Registration Number:	4167187	DIKLOR	
Registration Number:	3760941	DIKLOR-S	
Registration Number:	4920911	SABRE	
Registration Number:	4891664	SABRE	
Registration Number:	4920912	SABRE	
Serial Number:	86980100	SABRESTIM	
Registration Number:	5177759	REPLENISH	
Registration Number:	5069369	SABRESMART	
Serial Number:	87800247	SABRE CLEAR	
Serial Number:	88614391	STEALTH	
Registration Number:	5346889	DIKLOR	
CORRESPONDENCE DATA			
Fax Number:	2123715500		
<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:	2122093046		
Email:	esantana@reitterlaw.com		

TRADEMARK

Correspondent Name: Emily A. Santana
Address Line 1: 885 Third Avenue
Address Line 2: 20th Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Emily A. Santana
SIGNATURE:	/Emily A. Santana/
DATE SIGNED:	01/16/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 10, 2020, by and among SABRE ENERGY SERVICES, LLC, a New York limited liability company ("Sabre Energy"), BIOWALL, LLC, a Delaware limited liability company, SABRE INTELLECTUAL PROPERTY HOLDINGS LLC, a Delaware limited liability company, SABRE WEST TEXAS FACILITY LLC, a Delaware limited liability company ("Sabre Texas"), SABRE LEASING, LLC, a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors"), and INNOVATUS FLAGSHIP FUND I, LP, a Delaware limited partnership, in its capacity as collateral agent for the "Holder" under the Note (as defined below) (the "Secured Party").

RECITALS

A. Certain lenders (the "Holders") have made a loan to Grantors (the "Loan") in the amounts and manner set forth in that certain Second Amended and Restated Secured Promissory Note dated as of the date hereof, made by Grantors payable to the order of the Holders thereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"; unless otherwise indicated herein, capitalized terms used herein are used as defined in the Note or in the Security Agreement referred to below).

B. The Holders are willing to make the Loan to the Grantors, but only upon the condition, among others, that the Grantors shall grant to the Secured Party a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

C. Pursuant to the terms of that certain Second Amended and Restated Security Agreement, dated as of the date hereof (the "Security Agreement"), Grantors have granted to the Secured Party, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledged to the Secured Party, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance in full of the Note, the other Loan Documents, and all of the Obligations, each Grantor grants to the Secured Party a continuing security interest in, and pledges to the Secured Party, all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Each Grantor hereby authorizes the Secured Party to (a) modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original

of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note and the other Loan Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Note or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Note or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

Notwithstanding anything to the contrary set forth in this Agreement, this Agreement shall not become effective unless and until the Note shall become effective in accordance with the terms and conditions set forth therein.

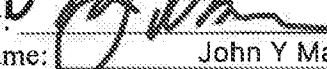
Within 24 hours after the entry of the Receivership Order, the Receiver shall execute a counterpart signature page and thereby become a party to this Agreement solely in his capacity as Receiver.

[Signature Pages Follow.]

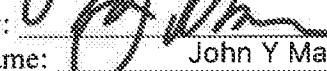
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

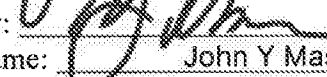
SABRE ENERGY SERVICES, LLC

By: 
Name: John Y Mason
Title: CEO


BIOWALL, LLC

By: 
Name: John Y Mason
Title: CEO

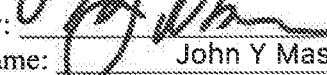
SABRE INTELLECTUAL PROPERTY HOLDINGS LLC

By: 
Name: John Y Mason
Title: CEO

SABRE LEASING, LLC

By: 
Name: Madeline C Bette
Title: Managing Member

SABRE WEST TEXAS FACILITY LLC

By: 
Name: John Y Mason
Title: Managing Member

Address:

1891 New Scotland Road
Slingerlands, New York 12159

[Signature Page of Intellectual Property Security Agreement]

On behalf of Grantors (solely in his capacity as
Receiver):

Maury Satin

Address:

1891 New Scotland Road
Slingerlands, New York 12159

[Signature Page of Intellectual Property Security Agreement]

SECURED PARTY:

INNOVATUS FLAGSHIP FUND I, LP,
as collateral agent

By: Innovatus Flagship GP, LP,
as General Partner

By: Innovatus Flagship Parent GP, LLC,
as General Partner

By: 

Name: _____

Andrew Hobson

Title: Authorized Signatory

Authorized Signatory

Address:

c/o Innovatus Capital Partners, LLC
777 Third Avenue, 25th Floor
New York, NY 10017

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>
Odor Control In Industrial Lagoons	08/853,656 5/9/1997	5,861,096 1/19/1999
Chlorine Dioxide Generator	09/637,798 8/11/2000	6,468,479 10/22/2002
Method of Generating Aqueous Chlorine Dioxide	10/274,932 10/21/2002	6,645,457 11/11/2003
Method Of Treating with Chlorine Dioxide	11/131,021 5/16/2005	7,678,388 3/16/2010
Methods Of Using Chlorine Dioxide As A Fumigant	11/270,973 11/11/2005	7,807,101 10/5/2010
Decontamination of Enclosed Space Using Gaseous Chlorine Dioxide	12/769,471 4/28/2010	8,192,684 6/5/2012
Chlorine Dioxide Precursor And Methods Of Using Same	13/427,544 3/22/2012	8,703,656 4/22/2014
Decontamination of Enclosed Space Using Gaseous Chlorine Dioxide	13/466,708 5/8/2012	8,741,223 6/3/2014
Chlorine Dioxide Precursor And Methods Of Using Same	13/761,721 2/7/2013	8,609,594 12/17/2013
Apparatus And Process For Focused Gas Phase Application Of Biocide	13/836,721 3/15/2013	N/A
Method And System For Treatment Of Water And Fluids With Chlorine Dioxide	13/837,936 3/15/2013	9,238,587 1/19/2016
Reactor	29/461,123 7/18/2013	D702,628 4/15/2014
Venturi	29/461,124 7/18/2013	D726,105 4/7/2015

<u>Description</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>
Flooding Operations Employing Chlorine Dioxide	14/031,259 9/19/2013	8,789,592 7/29/2014
Fracturing Operations Employing Chlorine Dioxide	14/031,252 9/19/2013	8,991,500 3/31/2015
Method And System For Treatment Of Produced Water And Fluids With Chlorine Dioxide	14/776,403 3/17/2014	10,442,711 10/15/2019
Flooding Operations Employing Chlorine Dioxide	14/318,438 6/27/2014	8,997,862 4/7/2015
Chlorine Dioxide Precursor Composition	14/550,565 11/21/2014	N/A
Flooding Operations Employing Chlorine Dioxide	14/587,671 12/31/2014	N/A
Treatment Fluids Comprising Viscosifying Agents and Methods of Using the Same	14/595,459 1/13/2015	10,087,362 10/2/2018
Chlorine Dioxide Precursor And Methods Of Using Same	14/958,381 12/3/2015	N/A
Method And System For Treatment Of Water And Fluids With Chlorine Dioxide	14/963,321 12/9/2015	10,308,533 6/4/2019
Methods for Inactivating Mosquito Larve Using Aqueous Chlorine Dioxide Solutions	15/629,341 6/21/2017	10,233,100 3/19/2019
Chemical Injector Apparatus and method for Oil Well Treatment	09/384,887 8/27/1999	6,343,653 2/05/2002
Treatment fluids comprising viscosifying agents and methods of using the same	16/103,992 8/16/2018	10,526,529 1/7/2020
Flooding operations employing chlorine dioxide	15/403/873 1/11/2017	10,526,530 1/7/2020
Decontamination of enclosed space using gaseous chlorine dioxide	12/769,471 4/28/2010	N/A

<u>Description</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>
Chlorine dioxide precursor and methods of using same	13,427,544 3/22/2012	N/A
Methods of Drawing Out Oils And Fats From Solid Material Using Chlorine Dioxide	16/063,650 12/16/2016	N/A
Apparatus And Process For Focused Gas Phase Application Of Biocide	16/107,465 8/21/2018	N/A
Chlorine Dioxide Containing Mixtures And Chlorine Dioxide Bulk Treatments For Enhancing Oil And Gas Recovery	16/063/680 12/16/2016	N/A
Method and system for the treatment of water and fluids with chlorine dioxide	16/387,331 4/17/2019	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>	<u>Owner</u>
	86511375 22-JAN-2015	4760444 23-JUN-2015	Sabre Intellectual Property Holdings
DIKLOR	85456427 26-OCT-2011	4167187 03-JUL-2012	Sabre Intellectual Property Holdings
DIKLOR-S	77794075 31-JUL-2009	3760941 16-MAR-2010	Sabre Intellectual Property Holdings
SABRE	86532054 11-FEB-2015	4920911 22-MAR-2016	Sabre Intellectual Property Holdings
SABRE	86511351 22-JAN-2015	4891664 26-JAN-2016	Sabre Intellectual Property Holdings
	86532064 11-FEB-2015	4920912 22-MAR-2016	Sabre Intellectual Property Holdings
SABRESTIM	86980100 20-JAN-2015	N/A	Sabre Intellectual Property Holdings
REPLENISH	86893403 1-FEB-2016	5177759 4-APRIL-2017	Sabre Intellectual Property Holdings
SABRESMART	86532017 11-FEB-2015	5069369 25-OCT-2016	Sabre Intellectual Property Holdings
SABRE CLEAR	87800247 16-FEB-2018	N/A	Sabre Intellectual Property Holdings
STEALTH	88614391 12-SEP-2019	N/A	Sabre Intellectual Property Holdings

DIKLOR	86/893433 1-FEB-2016	5346889 28-NOV-2017	Sabre Intellectual Property Holdings
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BIOWALL PROTECTING AIR, LAND AND LIFE	87034820 12-MAY-2016	5272310 22-AUG-2017	Biowall, LLC
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BIOWALL	86971400 11-APR-2016	5178062 4-APR-2017	Biowall, LLC
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bioWALL
Protecting Water, Air, Land & Life

87034824 12-MAY-2016	5252180 25-JUL-2017	Biowall, LLC
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EXHIBIT D

Mask Works

None.