

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Watersmart Software, Inc.		05/05/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital Southwest Corporation		
<b>Street Address:</b>	5400 LBJ Freeway, Suite 1300		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5480305	INTELLIGENCE BEYOND THE METER	
<b>Registration Number:</b>	5136241	WATERSIDE CHAT	
<b>Registration Number:</b>	4659141	ENGAGE. SAVE. SMILE.	
<b>Serial Number:</b>	88595249	WATERSMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2134432926		
<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>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 43rd Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	70MC-310748		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	05/05/2020		
<b>Total Attachments: 7</b>			

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of May 5, 2020, is made by **WATERSMART SOFTWARE, INC.**, a Delaware public benefit corporation (the “Grantor”) in favor of **CAPITAL SOUTHWEST CORPORATION**, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for the other Secured Parties (as defined below).

WHEREAS, Grantor and various Affiliates of Grantor, the Administrative Agent, certain financial institutions from time to time party thereto (collectively, the “Lenders”), the First Out Agent and the L/C Issuer entered into that certain Credit Agreement dated as of dated as of July 23, 2019 (as amended by the First Amendment to Credit Agreement dated as of January 29, 2020, as further amended by that certain Limited Consent, Joinder and Second Amendment to Credit Agreement, dated as of the date hereof, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Administrative Agent, on behalf of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

**SECTION 1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, or if not therein, in the Uniform Commercial Code as in effect in the state of New York. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof

or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. **Grant of Security**. Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those which are registered as set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those which are registered as set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of 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.

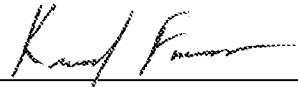
SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement. To the extent there is any inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

WATERSMART SOFTWARE, INC.,

By:   
Name: Keith Foerster  
Title: Chief Financial Officer

SCHEDULE A  
TO  
IP SECURITY AGREEMENT

PATENTS

<u>Application Number</u>	<u>Art Unit / Conf No.</u>	<u>Name</u>	<u>Live/Dead</u>	<u>Application Date</u>
16/128,000	1762 / 9685	System and Method for a Customer Engagement Platform to Increase Residential Water Use Efficiency	LIVE	9/11/2018
15/372,173	2865 / 9218	System and Method for Providing a Platform for Detecting Pattern Based Irrigation	DEAD	12/7/2016

(Schedule A to Intellectual Property Security Agreement)

SCHEDULE B  
TO  
IP SECURITY AGREEMENT

TRADEMARKS

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Live/Dead</u>	<u>Status</u>
87650437	5480305	INTELLIGENCE BEYOND THE METER	LIVE	Registered
87057795	5136241	WATERSIDE CHAT	LIVE	Registered
86273592	4659141	ENGAGE. SAVE. SMILE.	LIVE	Registered
88595249		WATERSMART	LIVE	Pending

(Schedule B to Intellectual Property Security Agreement)

SMRH:4852-3755-3339

**TRADEMARK**  
**REEL: 006930 FRAME: 0446**



SCHEDULE C  
TO  
IP SECURITY AGREEMENT

COPYRIGHTS

None.

(Schedule C to Intellectual Property Security Agreement)

SMRH:4852-3755-3339

**RECORDED: 05/05/2020**

**TRADEMARK  
REEL: 006930 FRAME: 0447**