

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZSI, INC.		08/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Collateral Agent		
Street Address:	9 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0944468	HYDRA-ZORB	
Registration Number:	1752212	MODU-STAK	
Serial Number:	88944248	BRONCO II	
Serial Number:	87363168	BRONCO	
Serial Number:	87363156	TITAN	
Serial Number:	88807257	MP	
CORRESPONDENCE DATA			
Fax Number:	2132897727		
<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:	213-426-2623		
Email:	meason@goodwinlaw.com		
Correspondent Name:	Michele Eason/Goodwin Procter LLP		
Address Line 1:	601 S. Figueroa Street		
Address Line 2:	41st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Michele Eason		
SIGNATURE:	/s/ Michele Eason		
DATE SIGNED:	08/21/2020		

OP \$165.00 0944468

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 21, 2020 (this “Agreement”), by the undersigned (the “Grantor”) in favor of BSP Agency, LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Pointer Merger Sub Inc., a Delaware corporation (“Purchaser”), which upon effectiveness of the Merger will be merged with and into Ideal Tridon Holdings, Inc., a Delaware corporation (“Target” and together with Purchaser, the “Borrower”), Pointer Parent Inc., a Delaware corporation, (“Holdings”), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and BSP Agency, LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Section 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZSI, INC., a Delaware corporation

By: 
Name: Laurie Stinson
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
ZSi, Inc.	0,944,468	Hydra-Zorb
ZSi, Inc.	1,752,212	Modu-Stak

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
ZSi, Inc.	88/944,248	Bronco II
ZSi, Inc.	87/363,168	Bronco
ZSi, Inc.	87/363,156	Titan
ZSi, Inc.	88/807,257	MP

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
ZSi, Inc.	7,520,475	Pipe Insulation Coupling With Integrated Legs 8 Series And Closure Mechanism
ZSi, Inc.	7,793,893	Clevis Hanger And Pipe Insulation Coupling
ZSi, Inc.	7,784,745	Tube Clip - RPC equal
ZSi, Inc.	6,315,006	Pipe Insulation Coupling - 7 Series KS
ZSi, Inc.	7,322,380	Pipe Insulation Coupling - 7 Series KS

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	DESCRIPTION
ZSi, Inc.	16/089,812	Saddle Pipe Support
ZSi, Inc.	16/090,277	Insulated Riser Clamp
ZSi, Inc.	16/762,526	Saddle Pipe Support
ZSi, Inc.	16/961,725	Saddle Pipe Support

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.