

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM593736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beneco Systems, LLC		10/08/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Banking Association: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3754052	BENECO	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mrribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	NEW YORK, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	217730/2709		
NAME OF SUBMITTER:	Oren Epstein		
SIGNATURE:	/OE/		
DATE SIGNED:	08/24/2020		
Total Attachments: 8			
source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page1.tif			
source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page2.tif			

CH \$40.00 3754052

source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page3.tif
source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page4.tif
source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page5.tif
source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page6.tif
source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page7.tif
source=Ascensus - Second Lien IP Security Agreement (Beneco Systems LLC)#page8.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 8, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Beneco Systems, LLC, an Arizona limited liability company (the “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Security Agreement Joinder, dated as of the date hereof, to the Second Lien Pledge and Security Agreement, dated as of December 3, 2015 (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 Agent, pursuant to which the Grantor has granted a security interest to the Agent in the Collateral (as defined below) and are required to execute and deliver this Agreement. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, *inter alios*, AqGen Island Intermediate Holdings II, Inc., a Delaware corporation, AqGen Ascensus, Inc., the Loan Parties from time to time party thereto, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch (“CS”), in its capacities as administrative agent and collateral agent for the Lenders party thereto. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) 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 or the Second Lien Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor jointly and severally hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to all of the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (all of which are collectively referred to as the “Collateral”):

(a) all (i) trademarks, service marks, common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) renewals of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (iv) rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) rights corresponding to any of the foregoing (“Trademarks”), including all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) any and all (i) patents and patent applications; (ii) inventions described and claimed therein; (iii) reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (iv) income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future

infringements thereof; (v) rights to sue for past, present, and future infringements thereof; and (vi) rights corresponding to any of the foregoing (“Patents”), including all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all (i) copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (ii) renewals of any of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; (iv) rights to sue for past, present, and future infringements of any of the foregoing; and (v) rights corresponding to any of the foregoing (“Copyrights”), including all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III;

(d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon any property ceasing to be an Excluded Asset (including, without limitation, as a result of the ineffectiveness, lapse or termination of any restriction or condition on such property being pledged to secure the Secured Obligations), the Collateral shall include, and the Grantor shall be deemed to have automatically granted a Lien on and security interest to the Agent for the benefit of the Secured Parties, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein 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 and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Second Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor’s expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that the Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Second Lien Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

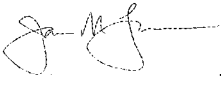
SECTION 6. *Counterparts*. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

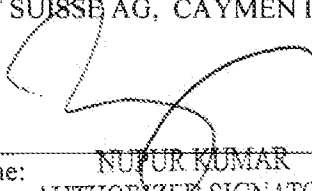
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

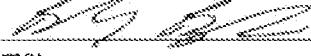
BENECO SYSTEMS, LLC

By:  _____
Name: James Lucania
Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMEN ISLANDS BRANCH
as Agent

By: 
Name: NUTUR KUMAR
Title: AUTHORIZED SIGNATORY

By: 
Name: Brady Bingham
Title: Authorized Signatory

[Signature Page to Second Lien IP Security Agreement]

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Owner	Trademark	Registration Number	Serial Number	Registration Date
Beneco Systems, LLC	BENECO	3754052	77737186	April 6, 2016

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.