

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novinium, Inc.		08/14/2020	Corporation: DELAWARE
UTILX Corporation		08/14/2020	Corporation: DELAWARE
Utilx Overseas Holdings, Inc.		08/14/2020	Corporation: DELAWARE
Plenovo, Inc.		08/14/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Star Mountain Diversified Credit Income Fund III, LP
Street Address:	140 East 45th Street
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77011668	CABLECURE
Serial Number:	74184200	CABLECURE
Serial Number:	74187092	CABLECURE
Serial Number:	86222793	CABLECURE
Serial Number:	74136360	CABLECURE
Serial Number:	88567385	CABLECURE XLG
Serial Number:	86208133	CABLEWISE
Serial Number:	86038945	MASTERS OF RELIABILITY
Serial Number:	86222843	MAXIMUM RELIABILITY AT MINIMUM COST
Serial Number:	76536114	NOVINIUM
Serial Number:	87887066	PLENOVO
Serial Number:	86955450	PREVENT
Serial Number:	74136886	UTILX
Serial Number:	86203270	UTILX
Serial Number:	86223510	X

OP \$390.00 77011668

CORRESPONDENCE DATA**Fax Number:** 2158325619*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.***Phone:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (154502-01012 ND)**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	154502-01012
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/26/2020

Total Attachments: 42

source=IP Security Agreement (Star Mountain-Novinium) (2)#page1.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page2.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page3.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page4.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page5.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page6.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page7.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page8.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page9.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page10.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page11.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page12.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page13.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page14.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page15.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page16.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page17.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page18.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page19.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page20.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page21.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page22.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page23.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page24.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page25.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page26.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page27.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page28.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page29.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page30.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page31.tif

source=IP Security Agreement (Star Mountain-Novinium) (2)#page32.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page33.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page34.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page35.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page36.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page37.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page38.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page39.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page40.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page41.tif
source=IP Security Agreement (Star Mountain-Novinium) (2)#page42.tif

**PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 14th day of August, 2020, by the Persons listed on the signature pages hereof (collectively and individually, “Company”), and delivered to STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, having a mailing address of c/o Star Mountain Capital, LLC, Two Grand Central Tower, 140 East 45th Street, 37th Floor, New York, New York 10017, as agent (“Agent”) for the lenders identified in the Credit Agreement, as that term is defined below (the lenders, together with each of their successors and assigns, each individually a “Lender” and collectively the “Lenders”).

BACKGROUND

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Credit Parties under that certain Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restatement, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among NOVINIUM, INC., a Delaware corporation (“Novinium”), Agent, PNC Bank, National Association, as revolving agent (“Revolving Agent”), and each of the financial institutions identified as Lenders on Schedule 1.2(b) to the Credit Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has filed applications for and/or obtained registrations of the patents, if any, (collectively, the “Patents”); trademarks and service marks, if any, (collectively, “Trademarks”); and copyrights, if any, which have been federally registered (collectively, the “Copyrights”); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, and Copyrights hereinafter referred to as the “Assets”).

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Agent, for the ratable benefit of Revolving Agent and Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:

(a) To the best of each Company’s knowledge, without investigation, the Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of each Company’s knowledge, without investigation, each of the Assets is valid and enforceable;

(c) To the best of each Company’s knowledge, without investigation, the Company

listed on **Schedule A** as the owner of each Asset (the “**Applicable Company**”) is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any Liens (other than Permitted Encumbrances), claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Applicable Company not to sue third persons; Applicable Company has the power to transfer the Assets with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens (other than Permitted Encumbrances) or encumbrances of any kind;

(d) Each Company has the unqualified corporate or organizational right, power and authority to enter into this Agreement and perform its terms including the authority to grant a security interest hereunder;

(e) The Assets listed on **Schedule A** constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by either Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, either Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended **Schedule A**.

3. Company shall: (i) perform all of its obligations under or in connection with the Assets in accordance with customary business practices, (ii) not alter or permit the alteration of any material portion (individually or collectively) of the Assets, (iii) not do or permit any act which would impair any material portion of the Assets, (iv) except as permitted herein and the Credit Agreement, not sell, convey, assign or otherwise dispose of, or grant any option to, any of the Assets, and (v) reasonably maintain in good condition all of the records with respect to the Assets.

4. Company shall not enter into any agreement or take any other action, that would materially restrict the transferability of any of the Assets or otherwise materially impair or conflict with its obligations or the rights of the Agent, Revolving Agent or Lenders hereunder.

5. So long as an Event of Default has not occurred and is continuing under the Credit Agreement, the Applicable Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Credit Agreement and Agent, Revolving Agent and Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. If and while an Event of Default exists and is continuing under the Credit Agreement, each Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Company’s true and lawful attorney-in-fact, with the power to endorse such Company’s name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as

Exhibit 1. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Other Documents, and until all Obligations (other than Inchoate Obligations) are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

8. All rights and remedies herein granted to Agent, Revolving Agent and Lenders shall be in addition to any rights and remedies granted under the Credit Agreement and the Other Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

9. Upon Borrowers' performance of all of the obligations under the Credit Agreement and the Other Documents and full and unconditional satisfaction of all Obligations (other than the Inchoate Obligations), Agent shall execute and deliver to the Applicable Company all documents necessary to terminate Agent's security interest in the Assets.

10. Reasonable fees, costs and expenses, including the reasonable documented out-of-pocket attorneys' fees and legal expenses incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent or any Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

11. The Applicable Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Applicable Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its reasonable discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Each Company shall promptly, upon demand, reimburse and indemnify Agent for all actual damages, reasonable costs and expenses, including reasonable documented out-of-pocket attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

12. During the existence of an Event of Default under the Credit Agreement, Agent may, without any obligation to do so, complete any obligation of either Company hereunder, in either Company's name or in Agent's name, but at Company's expense, and each Company hereby agrees to reimburse Agent in full for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent or any Lender in protecting, defending and maintaining the Assets.

13. No course of dealing between any or all Borrowers and Agent, Revolving Agent or any Lender nor any failure to exercise, nor any delay in exercising, on the part of Agent, Revolving Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's,

Revolving Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Other Documents, or by any other future agreements between any or all Borrowers and Agent, Revolving Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

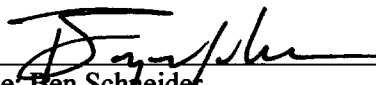
16. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

17. Each Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Credit Agreement and the Other Documents.

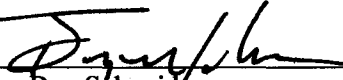
[Signature Page Follows]

Dated the date and year first written above.

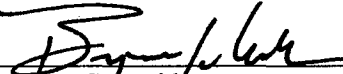
NOVINIUM, INC.

By: 
Name: Ben Schneider
Title: Chief Financial Officer and Secretary

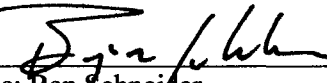
UTILX CORPORATION

By: 
Name: Ben Schneider
Title: Treasurer and Secretary

UTILX OVERSEAS HOLDINGS, INC.

By: 
Name: Ben Schneider
Title: Treasurer and Secretary


PLENOVO, INC.

By: 
Name: Ben Schneider
Title: Treasurer and Secretary

[Signatures Continued on Following Page]

Approved and Accepted:

**STAR MOUNTAIN DIVERSIFIED CREDIT
INCOME FUND-III, LP**

By: 
Name: Brett Hickey
Title: Authorized Signatory

SCHEDULE A

US TRADEMARKS:

Mark	Registration No/ (Application No.)	Reference No.	Country	Registration Date/ (Application Date)	Assignee	Status
CABLECURE	77/011668	NVNM-2-0034447	USA	8/14/2007	Novinium, Inc.	Registered
CABLECURE	74/184200	NVNM-2-0009350	USA	3/23/1993	UTILX Corporation	To Lapse
CABLECURE & Design	74/187092	NVNM-2-0009349	USA	3/22/1994	UTILX Corporation	To Lapse
CABLECURE & Starburst Design	86/222793	NVNM-2-0053002	USA	2/24/2015	Novinium, Inc.	To Lapse
CABLECURE (Stylized Letters)	74/136360	NVNM-2-0009351	USA	4/19/1994	Novinium, Inc.	To Lapse
CABLECURE XLG	88/567385	NVNM-2-0059356	USA		Novinium, Inc.	Pending
CABLEWISE & Starburst Design	86/208133	NVNM-2-0053003	USA	2/24/2015	UTILX Corporation	To Lapse
MASTERS OF RELIABILITY	86/038945	NVNM-2-0055351	USA	4/22/2014	Novinium, Inc.	Registered
MAXIMUM RELIABILITY AT MINIMUM COST	86/222843	NVNM-2-0053004	USA	2/24/2015	UTILX Corporation	To Lapse

Mark	Registration No/ (Application No.)	Reference No.	Country	Registration Date/ (Application Date)	Assignee	Status
NOVINIUM	76/536114	NVNM-2-0055139	USA	5/30/2006	Novinium, Inc.	Registered
PLENOVO	87/887066	NVNM-2-0058375	USA		Novinium Licensing, Inc.	Pending
PreVent	86/955450	NVNM-2-0055140	USA	2/6/2018	Novinium, Inc.	Registered
UTILX	74/136886	NVNM-2-0007425	USA	12/8/1992	UTILX Corporation	To Lapse
UTILX & Starburst Design	86/203270	NVNM-2-0053001	USA	2/17/2015	UTILX Corporation	To Lapse
X & Starburst Design	86/223510	NVNM-2-0053000	USA	2/10/2015	UTILX Corporation	To Lapse

FOREIGN TRADEMARKS:

Mark	Registration No/ (Application No.)	Reference No.	Country	Registration Date/ (Application Date)	Assignee	Status
CABLECURE	677,617	NVNM-2-0009441	Canada	7/24/1992	UTILX Corporation	To Lapse
CABLECURE	686,399	NVNM-2-0009442	Canada	3/4/1994	UTILX Corporation	To Lapse
CABLECURE	1,341,832	NVNM-2-	Canada	5/11/2009	UTILX Corporation	Registered

Mark	Registration No/ (Application No.)	Reference No.	Country	Registration Date/ (Application Date)	Assignee	Status
		0035376			n	
CABLECURE	2007-31254	NVNM-2-0035379	Japan	10/31/2008	Novinium, Inc.	To Lapse
CABLECURE & Starburst Design	1436005307	NVNM-2-0053298	Saudi Arabia	9/16/2015	UTILX Corporation	To Lapse
CABLECURE & Starburst Design	1436005308	NVNM-2-0053416	Saudi Arabia	9/16/2015	UTILX Corporation	To Lapse
CABLECURE XLG	2,009,489	NVNM-2-0059838	Canada	7/24/1992	Novinium, Inc.	Pending
MASTERS OF RELIABILITY	1,639,787	NVNM-2-0055352	Canada	4/15/2015	Novinium, Inc.	Registered
PERFICIO	1,639,782	NVNM-2-0055350	Canada	7/17/2015	Novinium, Inc.	To Lapse
PLENOVO	1,898,796	NVNM-2-0058424	Canada		Novinium Licensing, Inc.	Pending
PreVent		NVNM-2-0055640	Australia	1/11/2018	Novinium, Inc.	Registered
PREVENT	1,895,497	NVNM-2-0058343	Canada		Novinium Licensing, Inc.	Pending
PreVent		NVNM-2-0055641	China	7/5/2018	Novinium, Inc.	Registered

Mark	Registration No./ (Application No.)	Reference No.	Country	Registration Date/ (Application Date)	Assignee	Status
PreVent		NVNM-2-0055642	European Union	2/16/2018	Novinium, Inc.	Registered
PreVent	303915937	NVNM-2-0055638	Hong Kong	6/1/2017	Novinium, Inc.	Registered
PreVent	A0061862	NVNM-2-0055639	International	9/14/2017	Novinium, Inc.	Registered
ULTRINIUM	1,639,781	NVNM-2-0055348	Canada	3/5/2015	Novinium, Inc.	Registered
UTILX	686,010	NVNM-2-0007877	Canada	7/8/1994	UTILX Corporation	To Lapse

COPYRIGHTS:

Copyright	Owner	Registration No./ Application No.	Registration Date/ Application Date	Status
None.				

PATENTS:

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
Connections and Terminations for Cables	09/689296	NVNM-1-0016339	10/11/2000	US	6489554	UTILX Corporation	Issued
Time	09/732448	NVNM-1-	12/6/2000	US	66464	UTILX	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
Domain Reflectometer Display Method		0016599			51	Corporation	
Long Range Electronic Guidance System for Locating a Discrete In-Ground Boring Device	09/747162	NVNM-1-0016761	12/21/2000	US	6543550	UTILX Corporation	Issued
Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	10/013940	NVNM-1-0018369	12/6/2001	US	6517366	UTILX Corporation	Issued
Method and Apparatus for Blocking Pathways Between a Power Cable and the Environment	10/345433	NVNM-1-0019663	1/13/2003	US	6929492	UTILX Corporation	Issued
METHOD FOR TREATING ELECTRICAL CABLE AT SUSTAINED ELEVATED PRESSURE	2557164	0064565-003CA0	3/1/2005	CA	2557164	Novinium, Inc.	Issued
METHOD FOR SELECTIN	2557167	0064565-001CA0	3/1/2005	CA	2557167	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
G FORMULATIONS TO TREAT ELECTRIC AL CABLES							
High-Pressure Power Cable Connector	2557169	0064565-002CA0	3/1/2005	CA	2557169	Novinium, Inc.	Issued
METHOD FOR SELECTING FORMULATIONS TO TREAT ELECTRIC AL CABLES	5724258.8	0064565-001EP0	3/1/2005	EP	1744866	Novinium, Inc.	Issued
High-Pressure Power Cable Connector	5724261.2	0064565-002EP0	3/1/2005	EP	1723700	Novinium, Inc.	Issued
High-Pressure Power Cable Connector	10-2006-7020263	0064565-002KR0	3/1/2005	KR	10-1005127	Novinium, Inc.	Issued
METHOD FOR SELECTING FORMULATIONS TO TREAT ELECTRIC AL CABLES	10-2006-7020265	0064565-001KR0	3/1/2005	KR	10-1005151	Novinium, Inc.	Issued
METHOD FOR TREATING	10-2006-7020266	0064565-003KR0	3/1/2005	KR	10-1005175	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
ELECTRIC AL CABLE AT SUSTAINED ELEVATED PRESSURE							
METHOD FOR SELECTING FORMULATIONS TO TREAT ELECTRIC AL CABLES	11/070,390	0064565-001US0	3/1/2005	US	7,611,748	Novinium, Inc.	Issued
High-Pressure Power Cable Connector	11/070,393	0064565-002US0	3/1/2005	US	7,195,504	Novinium, Inc.	Issued
METHOD FOR TREATING ELECTRIC AL CABLE AT SUSTAINED ELEVATED PRESSURE	11/070,818	0064565-003US0	3/1/2005	US	7,615,247	Novinium, Inc.	Issued
Fluid Reservoir for a Cable Span	11/109926	NVNM-1-0023687	4/19/2005	US	7256350	UTILX Corporation	Issued
Cable and Cable Connection Assembly	11/210149	NVNM-1-0024364	8/23/2005	US	7544105	UTILX Corporation	Issued
Cable Connection Assembly	11/210254	NVNM-1-0025723	8/23/2005	US	7344396	UTILX Corporation	Issued
Check Valve	11/220385	NVNM-1-	9/6/2005	US	77040	UTILX	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
for Charge Tank		0026334			87	Corporation	
Cable and Cable Connection Assembly	2,617,412	NVNM-1-0030633	4/18/2006	CA	2,617,412	Novinium, Inc.	Issued
Cable Connection Assembly	2,617,417	NVNM-1-0030639	4/18/2006	CA	2,617,417	Novinium, Inc.	Issued
Cable Connection Assembly Adapted to Receive a Pressurized Fluid	2,744,829	NVNM-1-0035837	4/18/2006	CA	2,744,829	Novinium, Inc.	Issued
Cable Connection Assembly Adapted to Receive a Pressurized Fluid	2,745,002	NVNM-1-0035838	4/18/2006	CA	2,745,002	Novinium, Inc.	Issued
INTEGRATED METHOD FOR RESTORING ELECTRICAL POWER CABLE	11/379,979	0064565-004US0	4/24/2006	US	7,353,601	Novinium, Inc.	Issued
SYSTEM AND METHOD FOR PREDICTING PERFORMANCE OF ELECTRICAL POWER	11/468,118	0064565-005US0	8/29/2006	US	7,643,977	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
CABLES							
METHOD FOR EXTENDING LONG-TERM ELECTRIC POWER CABLE PERFORMANCE	11/468,274	0064565-006US0	8/29/2006	US	7,658,808	Novinium, Inc.	Issued
METHOD FOR EXTENDING LONG-TERM ELECTRICAL POWER CABLE PERFORMANCE	2620225	0064565-006CA0	8/30/2006	CA	2620225	Novinium, Inc.	Issued
SYSTEM AND METHOD FOR PREDICTING PERFORMANCE OF ELECTRICAL POWER CABLES	2620226	0064565-005CA0	8/30/2006	CA	2620226	Novinium, Inc.	Issued
METHOD FOR ENHANCING THE DIELECTRIC PROPERTIES OF AN ELECTRICAL CABLE	10-2008-7007544	0064565-006KR0	8/30/2006	KR	10-1018941	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
SECTION							
ACID-CATALYZED DIELECTRIC ENHANCEMENT FLUID AND CABLE RESTORATION METHOD EMPLOYING SAME	11/625,251	0064565-009US0	1/19/2007	US	7,700,871	Novinium, Inc.	Issued
SWAGABLE HIGH-PRESSURE CABLE CONNECTORS HAVING IMPROVED SEALING MEANS	11/625,264	0064565-008US0	1/19/2007	US	7,538,274	Novinium, Inc.	Issued
SWAGABLE HIGH-PRESSURE CABLE CONNECTORS HAVING IMPROVED SEALING MEANS	2637938	0064565-008CA0	1/22/2007	CA	2637938	Novinium, Inc.	Issued
SWAGABLE HIGH-PRESSURE CABLE CONNECTORS	7717355.7	0064565-008EP0	1/22/2007	EP	1984980	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
HAVING IMPROVED SEALING MEANS							
SWAGABLE HIGH-PRESSURE CABLE CONNECTORS HAVING IMPROVED SEALING MEANS	10-2008-7020642	0064565-008KR0	1/22/2007	KR	10-1165877	Novinium, Inc.	Issued
ACID-CATALYZED DIELECTRIC ENHANCEMENT FLUID AND CABLE RESTORATION METHOD EMPLOYING SAME	2,675,726	0064565-009CA0	11/8/2007	CA	2,675,726	Novinium, Inc.	Issued
ACID-CATALYZED DIELECTRIC ENHANCEMENT FLUID AND CABLE RESTORATION METHOD	7844995.6	0064565-009EP0	11/8/2007	EP	2121273	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
EMPLOYING SAME							
ACID-CATALYZED DIELECTRIC ENHANCEMENT FLUID AND CABLE RESTORATION METHOD EMPLOYING SAME	10-2009-7017159	0064565-009KR0	11/8/2007	KR	10-1324878	Novinium, Inc.	Issued
Composition and Method for Restoring an Electrical Cable and Inhibiting Corrosion in the Aluminum Conductor Core	11/965544	NVNM-1-0030461	12/27/2007	US	7777131	UTILX Corporation	Issued
METHOD FOR RESTORING POWER CABLES	2618518	0064565-010CA0	1/24/2008	CA	2618518	Novinium, Inc.	Issued
Cable Connection Assembly	12/028709	NVNM-1-0030816	2/8/2008	US	7621767	UTILX Corporation	Issued
Cable Connection Assembly	12/050069	NVNM-1-0031089	3/17/2008	US	7658629	UTILX Corporation	Issued
METHOD FOR RESTORING	12/257,993	0064565-010US0	10/24/2008	US	7,976,747	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
G POWER CABLES							
METHOD FOR EXTENDING LONG-TERM ELECTRICAL POWER CABLE PERFORMANCE	12/349,440	0064565-006US1	1/6/2009	US	8,101,034	Novinium, Inc.	Issued
SWAGABLE HIGH-PRESSURE CABLE CONNECTORS HAVING IMPROVED SEALING MEANS	12/426,401	0064565-008US1	4/20/2009	US	7,683,260	Novinium, Inc.	Issued
Cable Termination Connection Assembly	12/544985	NVNM-1-0033516	8/20/2009	US	7959477	UTILX Corporation	Issued
Cable Splice Connection Assembly	12/544991	NVNM-1-0033385	8/20/2009	US	8344252	UTILX Corporation	Issued
METHOD FOR THERMALLY ENHANCING INJECTION OF POWER CABLES	12/572,092	0064565-011US0	10/1/2009	US	8,572,842	Novinium, Inc.	Issued
METHOD FOR TREATING ELECTRIC	12/574,051	0064565-003US1	10/6/2009	US	8,205,326	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
AL CABLE AT SUSTAINED ELEVATED PRESSURE							
THERMALLY ENHANCED POWER CABLE REJUVENATION	2685653	0064565-011CA0	11/13/2009	CA	2685653	Novinium, Inc.	Issued
SYSTEM AND METHOD FOR PREDICTING PERFORMANCE OF ELECTRICAL POWER CABLES	12/621,147	0064565-005US1	11/18/2009	US	7,848,912	Novinium, Inc.	Issued
On-Line Time Domain Reflector System	2,765,194	NVNM-1-0038408	6/22/2010	CA	2,765,194	Novinium, Inc.	Issued
On-line Time Domain Reflectometer System	12/820886	NVNM-1-0034893	6/22/2010	US	8988099	UTILX Corporation	Issued
RETICULATED FLASH PREVENTION PLUG	12/900,677	0064565-012US0	10/8/2010	US	8,475,194	Novinium, Inc.	Issued
RETICULATED FLASH	2,717,404	0064565-012CA0	10/12/2010	CA	2,717,404	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
PREVENTION PLUG							
Systems and Methods Employing Time Domain Reflectometry	13/157227	NVNM-1-0036917	6/9/2011	US	9210257	UTILX Corporation	Issued
METHOD FOR TREATING ELECTRICAL CABLE AT SUSTAINED ELEVATED PRESSURE	13/346,292	0064565-003US2	1/9/2012	US	8,656,586	Novinium, Inc.	Issued
Saturation Valve Assembly For Electric Cables	13/452474	NVNM-1-0039162	4/20/2012	US	8967178	UTILX Corporation	Issued
Injection Protocol	13/843708	NVNM-1-0040596	3/15/2013	US	9239351	UTILX Corporation	Issued
Valve Assembly	2,810,685	NVNM-1-0041005	3/26/2013	CA	2,810,685	Novinium, Inc.	Issued
INJECTION ELECTRICAL CONNECTOR (LPI)	15/581,405	0064565-014US0	4/28/2017	US	10,230,222	Novinium, Inc.	Issued
INJECTION ELECTRICAL CONNECTOR (VIA)	15/581,496	0064565-017US0	4/28/2017	US	10,199,805	Novinium, Inc.	Issued
INJECTION ELECTRICAL CONNECT	15/581,585	0064565-018US0	4/28/2017	US	10,522,983	Novinium, Inc.	Issued

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
OR (MIC Body)							
INJECTION ELECTRIC AL CONNECTOR (Injection Probe)	15/581,595	0064565-019US0	4/28/2017	US	10,522,984	Novinium, Inc.	Issued
INJECTION ELECTRIC AL CONNECTOR (Inner Valve)	15/581,890	0064565-020US0	4/28/2017	US	10,418,794	Novinium, Inc.	Issued
Ventilation System for Manhole Vault	2016271175	0064565-013AU0	4/29/2016	AU		Novinium, Inc.	Pending
Ventilation System for Manhole Vault	2986381	0064565-013CA0	4/29/2016	CA		Novinium, Inc.	Pending
Ventilation System for Manhole Vault	18111097.9	0064565-013HK0	4/29/2016	HK		Novinium, Inc.	Pending
Ventilation System for Manhole Vault	10-2017-7035686	0064565-013KR0	4/29/2016	KR		Novinium, Inc.	Pending
Smart System for Manhole Event Suppression System	62/316,230	0064565-013PR1	3/31/2016	US		Novinium, Inc.	Pending
Ventilation System for Manhole Vault	11201709494T	0064565-013SG0	4/29/2016	SG		Novinium, Inc.	Pending
Injection	3018998	0064565-	4/28/2017	CA		Novinium,	Pending

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
Electrical Connector		014CA0				Inc.	
Injection Electrical Connector	62/329,132	0064565-014PR0	4/28/2016	US		Novinium, Inc.	Pending
Smart System for Manhole Event Suppression System	3019528	0064565-016CA0	3/31/2017	CA		Novinium, Inc.	Pending
Smart System for Manhole Event Suppression System	2018-551138	0064565-016JP0	3/31/2017	JP		Novinium, Inc.	Pending
Silane Functional Stabilizers for Extending Long-term Electrical Power Cable Performance	62/697,298	0064565-021PR0	7/12/2018	US		Novinium, Inc.	Pending
Method of Identifying Burning by Monitoring Water Level and Combustion	62/702,228	0064565-022PR0	7/23/2018	US		Novinium, Inc.	Pending
Calibrationless Operation Method	16/162,260	0064565-023US0	10/16/2018	US		Novinium, Inc.	Pending
Methods of Using Component Mass Balance to Evaluate	16/189,639	0064565-024US0	11/13/2018	US		Novinium, Inc.	Pending

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
Manhole Events							
Methods of Using Component Mass Balance to Evaluate Manhole Events	16/190,832	0064565-024US1	11/14/2018	US		Novinium, Inc.	Pending
Methods of Using Dilution of a First Type to Calibrate One or More Sensors	16/207,633	0064565-025US0	12/3/2018	US		Novinium, Inc.	Pending
Methods and Systems for Detecting Manhole Events	16/208,098	0064565-026US0	12/3/2018	US		Novinium, Inc.	Pending
FLOW RESTRICTOR FOR INSTALLATION IN AN UNDERGROUND CONDUIT CONNECTED TO AN UNDERGROUND VAULT	16/208,120	0064565-027US0	12/3/2018	US		Novinium, Inc.	Pending
HOSE FOR PROVIDING AN EMERGENCY FRESH AIR	16/208,219	0064565-028US0	12/3/2018	US		Novinium, Inc.	Pending

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
SUPPLY TO AN UNDERGROUND VAULT AFTER AN EXPLOSION							
METHODS OF USING DILUTION OF A SECOND TYPE TO CALIBRATE ONE OR MORE SENSORS	16/219,137	0064565-029US0	12/13/2018	US		Novinium, Inc.	Pending
METHODS OF USING TRIANGULATION TO LOCATE A MANHOLE EVENT IN A SYSTEM OF UNDERGROUND VAULTS	16/234,246	0064565-030US0	12/27/2018	US		Novinium, Inc.	Pending
Smart Injection Tank	62/819,303	0064565-031PR0	3/15/2019	US		Novinium, Inc.	Pending
Fluid Injection System with Smart Injection and Receiver Tanks	62/879,263	0064565-031PR1	7/26/2019	US		Novinium, Inc.	Pending
Fluid Injection	62/897,065	0064565-031PR2	9/6/2019	US		Novinium, Inc.	Pending

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
System with Smart Injection and Receiver Tanks							
Fluid Injection System with Smart Injection and Receiver Tanks	16/818,928	0064565-031US0	3/13/2020	US		Novinium, Inc.	Pending
Fluid Injection System with Smart Injection and Receiver Tanks	16/818,941	0064565-031US1	3/13/2020	US		Novinium, Inc.	Pending
Fluid Injection System with Smart Injection and Receiver Tanks	PCT/US2020/022861	0064565-031WO0	3/14/2020	WO		Novinium, Inc.	Pending
Extending Gas Monitor Life in Harsh Environments	62/976,125	0064565-032PR0	2/13/2020	US		Novinium, Inc.	Pending
Method for Injecting Strand-Blocked Cable	62/985,637	0064565-033PR0	3/5/2020	US		Novinium, Inc.	Pending
POWER HARVESTING FROM A CURRENT	63/020,455	0064565-034PR0	5/5/2020	US		Novinium, Inc.	Pending

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
TRANSFORMER							
VENTILATION SYSTEM FOR MANHOLE VAULT	16803923.8	0064565-013EP0	4/29/2016	EP		Novinium, Inc.	Published
VENTILATION SYSTEM FOR MANHOLE VAULT	MX/a/2017/015583	0064565-013MX0	4/29/2016	MX		Novinium, Inc.	Published
SMART SYSTEM FOR MANHOLE EVENT SUPPRESSION SYSTEM	17776872.8	0064565-016EP0	3/31/2017	EP		Novinium, Inc.	Published
VENTILATION SYSTEM FOR MANHOLE VAULT	15/084,321	0064565-013US0	3/29/2016	US		Novinium, Inc.	Published
SYSTEMS FOR CIRCULATING AIR INSIDE A MANHOLE VAULT	15/173,633	0064565-015US0	6/4/2016	US		Novinium, Inc.	Published
SMART SYSTEM FOR MANHOLE EVENT SUPPRESSION	15/476,775	0064565-016US0	3/31/2017	US		Novinium, Inc.	Published

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Assignee	Status
SYSTEM							
VENTILATION SYSTEM FOR MANHOLE VAULT	16/114,697	0064565-013US1	8/28/2018	US		Novinium, Inc.	Published
INJECTION ELECTRICAL CONNECTOR (MIC Body)	16/721,544	0064565-018US1	12/19/2019	US		Novinium, Inc.	Published

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ___ day of _____, 2020 before me personally appeared _____ to me known and being duly sworn, deposes and says that he / she is the _____ of **NOVINIUM, INC.**, the corporation described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this __ day of _____, 2020, before me personally appeared _____ to me known and being duly sworn, deposes and says that he / she is the _____ of **UTILX CORPORATION**, the corporation described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ___ day of _____, 2020, before me personally appeared _____ to me known and being duly sworn, deposes and says that he / she is the _____ of **UTILX OVERSEAS HOLDINGS, INC.**, the corporation described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this __ day of _____, 2020, before me personally appeared _____ to me known and being duly sworn, deposes and says that he / she is the _____ of **PLENOVO, INC.**, the corporation described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Notary Public

My Commission Expires:

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

WHEREAS, _____, a _____
 (“Grantor”), is the registered owner of the assets listed on **Schedule A** attached hereto and made a part
 hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at
 _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby
 acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does
 hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the
 terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of _____, 2020,
 between Grantor and STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, all of its
 present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill
 associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and
 Copyrights Assignment to be executed as of the ____ day of _____, 20__.

By: _____
 Attorney-in-fact

Witness: _____

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____, 20____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

NOVINIUM, INC., a Delaware corporation (“Grantor”), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, effective and exercisable only during the occurrence and during the continuance of an Event of Default (as defined in the Revolving Credit, Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith) and until such time as the Obligations (other than the Inchoate Obligations) have been paid in full, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor, UTILX CORPORATION, a Delaware corporation, UTILX OVERSEAS HOLDINGS, INC., a Delaware corporation, PLENOVO, INC., a Delaware corporation, and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Credit Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Credit Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ___ day of _____, 2020.

NOVINIUM, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ___ day of _____, 2020, before me personally appeared _____, to me known and being duly sworn, deposes and says that he / she is _____ of **NOVINIUM, INC.**, a Delaware corporation, the Grantor described in the foregoing Power of Attorney; that he / she signed the Power of Attorney thereto as such officer pursuant to the authority vested in him / her by law; that the within Power of Attorney is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

UTILX CORPORATION, a Delaware corporation (“Grantor”), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, effective and exercisable only during the occurrence and during the continuance of an Event of Default (as defined in the Revolving Credit, Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith) and until such time as the Obligations (other than the Inchoate Obligations) have been paid in full, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor, NOVINIUM, INC., a Delaware corporation, UTILX OVERSEAS HOLDINGS, INC., a Delaware corporation, PLENOVO, INC., a Delaware corporation, and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Credit Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Credit Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ___ day of _____, 2020.

UTILX CORPORATION

By: _____
Name: _____
Title: _____

POWER OF ATTORNEY

UTILX OVERSEAS HOLDINGS, INC., a Delaware corporation (“Grantor”), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, effective and exercisable only during the occurrence and during the continuance of an Event of Default (as defined in the Revolving Credit, Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith) and until such time as the Obligations (other than the Inchoate Obligations) have been paid in full, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor, NOVINIUM, INC., a Delaware corporation, UTILX CORPORATION, a Delaware corporation, PLENOVO, INC., a Delaware corporation, and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Credit Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Credit Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ___ day of _____, 2020.

UTILX OVERSEAS HOLDINGS, INC.

By: _____
Name: _____
Title: _____

POWER OF ATTORNEY

PLENOVO, INC., a Delaware corporation (“Grantor”), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the “Grantee”) as Grantor’s true and lawful attorney-in-fact, effective and exercisable only during the occurrence and during the continuance of an Event of Default (as defined in the Revolving Credit, Term Loan and Security Agreement by and between Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith) and until such time as the Obligations (other than the Inchoate Obligations) have been paid in full, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor, NOVINIUM, INC., a Delaware corporation, UTILX CORPORATION, a Delaware corporation, UTILX OVERSEAS HOLDINGS, INC., a Delaware corporation, and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Agreement”), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Credit Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Credit Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ___ day of _____, 2020.

PLENOVO, INC.

By: _____
Name: _____
Title: _____

