

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COSA XENTAUR CORPORATION		10/30/2020	Corporation: DELAWARE
EXTREL CMS, LLC		10/30/2020	Limited Liability Company: PENNSYLVANIA
LAR PROCESS ANALYSERS AG		10/30/2020	Stock Company: GERMANY
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit IV Loanco, LLC, as administrative agent and collateral agent		
Street Address:	150 N. Riverside Plaza		
Internal Address:	Suite 2010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1429981	EXTREL	
Registration Number:	3426520		
Registration Number:	2080082	XENTAUR	
Registration Number:	5578391	WITH HTF TECHNOLOGY	
Registration Number:	5578390	WITH HTF TECHNOLOGY	
Registration Number:	5432844	XENTAUR	
Registration Number:	5568501		
Registration Number:	4247200	SPINPULSE	
Registration Number:	5578392	COSA + XENTAUR	
Registration Number:	3712101	LAR	
Registration Number:	2347242	QUICKTOC	
Registration Number:	3906042	QUICKCOD	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number:

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20660608
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	10/30/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2020 (this "Agreement"), is made by COSA XENTAUR CORPORATION, a Delaware corporation ("COSA"), EXTREL CMS, LLC, a Pennsylvania limited liability company ("Extrel"), and LAR PROCESS ANALYSERS AG, a German stock company ("LAR" and together with COSA and Extrel, each a "Grantor" and, collectively, the "Grantors"), in favor of KAYNE SENIOR CREDIT IV LOANCO, LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 30, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PROCESS INSIGHTS, INC., a Delaware corporation ("Holdings"), COSA, Extrel, TIGER OPTICS, LLC, a Pennsylvania limited liability company ("Tiger Optics"), ALPHA OMEGA INSTRUMENTS CORP., a Rhode Island corporation ("Alpha Omega"; and together with COSA, Tiger Optics, Extrel and each other Person from time to time that becomes a party thereto are referred to hereinafter each individually as a "Borrower", and collectively, as the "Borrowers"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and KAYNE SENIOR CREDIT IV LOANCO, LLC, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Credit Agreement to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, COSA and Extrel are party to that certain Security Agreement dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Agreement, and LAR is or will be a party to certain German Collateral Documents (as defined in the Credit Agreement) in favor of the Agent pursuant to which LAR is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, and hypothecates to Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement and German Collateral Documents. The security interest granted pursuant to this Agreement is subject to the Limitation of Enforcement of German Securities/Guarantee (as defined in the Credit Agreement) and is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the applicable German Collateral Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the applicable German Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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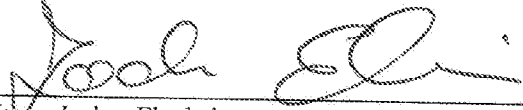
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COSA XENTAUR CORPORATION
EXTREL CMS, LLC,
each as a Grantor


By: Neil Hekking
Name: Neil Hekking
Title: Chief Financial Officer

LAR PROCESS ANALYSERS AG,
as a Grantor

By: 
Name: Jochen Eberheim
Title: Director

ACCEPTED AND AGREED
as of the date first above written:

KAYNE SENIOR CREDIT IV LOANCO, LLC, as Agent

By: 
Name: Ken Leonard
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications:

Mark	Jurisdiction	Registration No.	Current Owner of Record
Extrel	USA	1429981	Extrel CMS, LLC
	USA	3426520	Extrel CMS, LLC
Extrel	Mexico	1487453	Extrel CMS, LLC
XENTAUR Design 	USA	2080082	COSA XENTAUR CORPORATION
WITH HTF TECHNOLOGY Design 	USA	5578391	COSA XENTAUR CORPORATION
WITH HTF TECHNOLOGY	USA	5578390	COSA XENTAUR CORPORATION
XENTAUR	USA	5432844	COSA XENTAUR CORPORATION
COSA Design 	USA	5568501	COSA XENTAUR CORPORATION
SPINPULSE	USA	4247200	COSA XENTAUR CORPORATION
COSA+XENTAUR 	USA	5578392	COSA XENTAUR CORPORATION
LAR	EU	3748217	LAR Process Analysers AG
LAR	US	3712101	LAR Process Analysers AG

Mark	Jurisdiction	Registration No.	Current Owner of Record
LAR	China	4003764	LAR Process Analysers AG
LAR	China	4003765	LAR Process Analysers AG
LAR Logo	EU	4152161	LAR Process Analysers AG
LAR Logo	China	4681406	LAR Process Analysers AG
LAR Logo	China	4681405	LAR Process Analysers AG
QuickTOC (Marke)	China	3354064	LAR Process Analysers AG
QuickTOC (Wortmarke)	China	3354065	LAR Process Analysers AG
QuickTOC (Marke)	EM	1320647	LAR Process Analysers AG
QuickTOC	US	2,347,242	LAR Process Analysers AG
NITRITOX (Wortmarke)	DE	39518043	LAR Process Analysers AG
NITRITOX	International (CH, CN, ES, FR, PL, BX, KP)	647298	LAR Process Analysers AG
QuickTON	EM	2829968	LAR Process Analysers AG
QuickCOD	CN	3346336	LAR Process Analysers AG
QuickCOD (Wortmarke)	CN	3346337	LAR Process Analysers AG
QuickCOD	US	3,906,042	LAR Process Analysers AG
Elox	CN	3746598	LAR Process Analysers AG
ToxAlarm	BR	831211415	LAR Process Analysers AG
ToxAlarm	DE	302011034040	LAR Process Analysers AG
ToxAlarm	EU	10069219	LAR Process Analysers AG
ToxAlarm	India	2223737	LAR Process Analysers AG
ToxAlarm	CN, US, S. Korea, Russia	1106181	LAR Process Analysers AG
“Quickoiw”	EU	016243636	LAR Process Analysers AG
“Quickoiw”	IR - China	1405746	LAR Process Analysers AG
“Quickoiw”	IR - India	1405746	LAR Process Analysers AG
“Quickoiw”	IR - South Korea	1405746	LAR Process Analysers AG

Mark	Jurisdiction	Registration No.	Current Owner of Record
"Quickoiw"	IR - Russia	1405746	LAR Process Analysers AG
"Quickoiw"	IR - USA	1405746	LAR Process Analysers AG
LAR (figurative mark – "new")	EU, Switzerland, Norway, Turkey, China, India, S. Korea, Russia, USA, Canada, Mexico, Brazil, Kazakhstan	Application #018037792 Pending	LAR Process Analysers AG
THE TOC COMPANY (wordmark)	EU, Switzerland, Norway, Turkey, China, India, S. Korea, Russia, USA, Canada, Mexico, Brazil, Kazakhstan	Application #018037793 Pending	LAR Process Analysers AG
"Quickoiw"	US	5736240	LAR Process Analysers AG
LAR (figurative mark – "new")	US	79274967	LAR Process Analysers AG
THE TOC COMPANY	US	79274671	LAR Process Analysers AG