

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XYLEME, INC.		04/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King Street West, Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5667361	PLEXIE	
Registration Number:	5586407	XYLEME	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1361041		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	04/23/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 23, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and XYLEME, INC., a Delaware corporation.

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

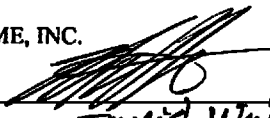
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

700 17th Street, Suite 1850
Denver, CO 80202

GRANTOR:

XYLEME, INC.

By: 
Name: David Walters
Title: _____

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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By: _____
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CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Charlie Kelly
Title: Assistant General Manager, Authorized Signer


By:  _____
Name: Nathan Cole
Title: Assistant General Manager, Authorized Signer

EXHIBIT A
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None.

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
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None.

EXHIBIT C

TRADEMARKS

TM Record	TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services
US Federal	PLEXIE RN: 5667361 SN: 87675384	Registered, January 29, 2019 Int'l Class: 42 First Use: November 1, 2018 Filed: November 7, 2017 Registered: January 29, 2019	Int'l Class: 42 (Int'l Class: 42) Providing temporary use of a non-downloadable web application for sharing documents and content
US Federal	XYLEME RN: 5586407 SN: 85488152	Registered, October 16, 2018 Int'l Class: 09 First Use: November, 2000 Int'l Class: 38 First Use: March 31, 2015 Filed: December 6, 2011 Registered: October 16, 2018	Int'l Class: 09, 38 (Int'l Class: 09) computer program which allows users to store, classify, index, integrate, query and monitor content and metadata, all in the field of knowledge management and education and not to include computer programs relating to the transport, treatment and testing of water and wastewater or that provide infrastructure monitoring and control for utility services or public lighting (Int'l Class: 38) Content management services, namely, providing access to content created from multisource information and stored electronically in central files for remote consultation, all in the field of knowledge management and education and not to include content relating to the transport, treatment and testing of water and wastewater or infrastructure monitoring and control for utility services or public lighting
WIPO	BRAVAIS RN: 1102564	International Registered Last Status Received: Registered, November 14, 2012 Registered: November 29, 2011 Expiration Date: November 29, 2021	Int'l Class: 09 (Int'l Class: 09) Software application and repository for aggregating, searching, assembling, and delivering training content. Current Goods: Software application for storing, aggregating, searching, assembling, and delivering training content.

TM Record	TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services
WIPO	PASTICHE RN: 1077602	International Registered Last Status Received: Registered, April 18, 2012 Registered: April 21, 2011 Expiration Date: April 21, 2021	Int'l Class: 09 (Int'l Class: 09) Software for reading and viewing electronic publications, video and graphics and listening to audio on digital electronic devices; computer software for authoring, downloading, transmitting, receiving, editing, extracting, encoding, decoding, displaying, storing and organizing text, video, graphics, images, and electronic publications.
WIPO	XYLEME RN: 1119571	International Registered Last Status Received: Registered, May 14, 2013 Registered: December 15, 2011	Int'l Class: 09, 42 (Int'l Class: 09) Computer program which allows users to store, classify, index, integrate, query and monitor content and metadata. (Int'l Class: 42) Providing temporary use of non- downloadable computer software for storing, accessing and integrating content created from multisource information; consulting services related to IT project management, custom software development and content conversion to XML.