

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KPM Analytics North America Corporation		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sound Point Agency LLC		
Street Address:	375 Park Avenue, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5472825	UNITY SCIENTIFIC	
Registration Number:	5472824	UNITY SCIENTIFIC	
Registration Number:	2765095	SMARTCHEM	
Registration Number:	5005662	UNITY	
Registration Number:	5055396	TRUE ALIGNMENT	
Registration Number:	5445246	PROCESS SENSORS CORPORATION	
Registration Number:	5322955	GUARDIAN	
Registration Number:	5633755	PROCESS SENSORS CORPORATION	
Registration Number:	3004020	PROCESS SENSORS CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		

CH \$240.00 5472825

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	07/01/2021
Total Attachments: 5 source=kpm analytics to sound point agency#page1.tif source=kpm analytics to sound point agency#page2.tif source=kpm analytics to sound point agency#page3.tif source=kpm analytics to sound point agency#page4.tif source=kpm analytics to sound point agency#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2021 (this “Agreement”), is made by **KPM ANALYTICS NORTH AMERICA CORPORATION (FORMERLY KNOWN AS PROCESS SENSORS CORPORATION)**, a Delaware corporation (“Grantor”), in favor of **SOUND POINT AGENCY 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 June 30, 2021 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **KPM ANALYTICS US HOLDING, INC.**, a Delaware corporation (“Holdings”), **KPM ANALYTICS US HOLDING 2, INC.**, a Delaware corporation (“KPM USH2”), **KPM ANALYTICS, INC.**, a Delaware corporation (“KPM Analytics”), **KPM ANALYTICS NORTH AMERICA CORPORATION (FORMERLY KNOWN AS PROCESS SENSORS CORPORATION)**, a Delaware corporation (“KANAC”; and together with KPM USH2, and KPM Analytics 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 **SOUND POINT AGENCY LLC**, a Delaware limited liability company, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor, the other Borrowers, and certain other Credit Parties are party to that certain Security Agreement dated as of June 30, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantor 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 Credit Agreement and the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademarks. The 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 the Grantor, hereby mortgages, pledges, hypothecates 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, including, without limitation, those 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. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

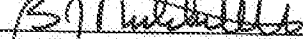
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

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,

**KPM ANALYTICS NORTH AMERICA
CORPORATION (FORMERLY KNOWN AS
PROCESS SENSORS CORPORATION), as the
Grantor**

By: 
Name: Brian Mitchell
Title: Chief Executive Officer

ACKNOWLEDGED and AGREED to
as of the date first above written:

SOUND POINT AGENCY LLC, as Agent

By:  _____
Name: David Rous
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS:

Mark	Registration Number	Registration Date	Owner
UNITY SCIENTIFIC	5,472,825	22-May-18	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments, Inc.)
Unity Scientific (stylized and/or with design)	5,472,824	22-May-18	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments, Inc.)
SMARTCHEM	2,765,095	16-Sep-03	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments, Inc.)
UNITY	5,005,662	26-Jul-16	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments, Inc.)
TRUE ALIGNMENT	5,055,396	4-Oct-16	KPM Analytics North America Corporation (as successor by merger to Westco Scientific Instruments, Inc.)
PROCESS SENSORS CORPORATION	5,445,246	10-Apr-18	KPM Analytics North America Corporation (formerly known as Process Sensors Corporation)
GUARDIAN	5,322,955	31-Oct-17	KPM Analytics North America Corporation (formerly known as Process Sensors Corporation)
PROCESS SENSORS CORPORATION (stylized and/or with design)	5,633,755	18-Dec-2018	KPM Analytics North America Corporation (formerly known as Process Sensors Corporation)
PROCESS SENSORS CORPORATION (stylized and/or with design)	3,004,020	04-Oct-2005	KPM Analytics North America Corporation (formerly known as Process Sensors Corporation)

TRADEMARK APPLICATIONS:

None.