

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AquaPhoenix Scientific, LLC		07/22/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3424964	ENDPOINT ID	
Registration Number:	4023631	AQUATOUCH	
Registration Number:	3451011	H2TRONICS	
Registration Number:	3655966	WHERE WATER AND TECHNOLOGY MEET	
Registration Number:	5542833	ALIQUOT	
Registration Number:	5484208	AQUAPHOENIX SCIENTIFIC	
Registration Number:	6120285	FLEX REPORTS	
Registration Number:	4687965	H2TRONICS	
Registration Number:	6128813	MODEM MILLIE	
Registration Number:	6128814	BOBALERT	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	susan.dinicola@hklaw.com,rachel.fink@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$265.00 3424964

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/27/2021
Total Attachments: 5 source=AquaPhoenix Trademark Security Agreement_85663742_1#page1.tif source=AquaPhoenix Trademark Security Agreement_85663742_1#page2.tif source=AquaPhoenix Trademark Security Agreement_85663742_1#page3.tif source=AquaPhoenix Trademark Security Agreement_85663742_1#page4.tif source=AquaPhoenix Trademark Security Agreement_85663742_1#page5.tif	

TRADEMARK SECURITY AGREEMENT

July 22, 2021

WHEREAS, AquaPhoenix Scientific, LLC, a Pennsylvania limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Credit Agreement"), by and among Diamondback Buyer, LLC, and after the consummation of the Closing Date Acquisition and the Closing Date Merger, Grantor, the financial institutions from time to time party thereto (the "Lenders") and Twin Brook Capital Partners, LLC, as agent for all Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Collateral Agreement"), made by Grantor and the other grantors party thereto in favor of Twin Brook Capital Partners, LLC, as agent for all Lenders (in such capacity, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) any renewal of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all Proceeds (as defined in the Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

From and after an Event of Default (as defined in the Credit Agreement) has occurred and during the continuance thereof, Grantor hereby irrevocably constitutes and appoints Grantee

and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AQUAPHOENIX SCIENTIFIC, LLC

By:  _____

Name: Sean Thornton

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007366 FRAME: 0057


ACKNOWLEDGED:
as of the date first written above.

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
By: Drew Guyette [Jul 22, 2022 08:54 CDT]
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
ENDPOINT ID	5/6/2008	3424964
AQUATOUGH	9/6/2011	4023631
H2TRONICS	6/17/2008	3451011
WHERE WATER AND TECHNOLOGY MEET	7/14/2009	3655966
ALIUOT	8/14/2018	5542833
	6/5/2018	5484208
FLEX REPORTS	8/4/2020	6120285
H2TRONICS	2/17/2015	4687965
MODEM MILLIE	6/2/2020	6128813
BOBALERT	8/18/2020	6128814