

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Dynamics International, Inc.		07/09/2021	Corporation: MISSOURI
Environmental Operating Solutions, Inc.		07/09/2021	Corporation: DELAWARE
Nexom Inc.		07/09/2021	Corporation: CANADA
Nexom (US), Inc.		07/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street, 15th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5741875	AERATION WORKS	
Registration Number:	5477199	EMPOWERING CLEAN WATER	
Registration Number:	5431703	SAGR	
Registration Number:	5712041	NEXOM	
Registration Number:	6127204	ECOBELT	
Registration Number:	5929678	INFINI-D	
Registration Number:	5213415	THINK OUTSIDE THE NOX	
Registration Number:	5333017	SYMPHONY	
Registration Number:	4941015	MICROC	
Registration Number:	4695470	EDI	
Registration Number:	4597207	ENVIRONMENTAL DYNAMICS INTERNATIONAL	
Registration Number:	4679888	STREAMLINE	
Registration Number:	4736272	IDEAL	
Registration Number:	4577145	MICROC-IM	
Registration Number:	4773364	BLUE SHOT	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4464995	EDI
Registration Number:	4485868	NITRACK
Registration Number:	4291211	BLUE PRESS
Registration Number:	4281643	BLUE WATER TECHNOLOGIES
Registration Number:	3922983	MICROCG
Registration Number:	3968270	SAGR
Registration Number:	3590933	CENTRA-FLO
Registration Number:	3588571	BLUE NITE
Registration Number:	3574457	OPTAER
Registration Number:	3274545	BLUE PRO
Registration Number:	3132683	FLEXAIR
Registration Number:	3395978	BIOREEF
Registration Number:	3228745	NAUTILUS
Registration Number:	3023179	BLUE WATER TECHNOLOGIES
Registration Number:	2415810	DIFFUSER EXPRESS

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com, vsantos@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	1696-663
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	07/29/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 9th day of July, 2021, by and among the Grantors listed on the signature pages hereof (each, a “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Axius Water Parent LP, a Delaware limited partnership (“Axius Water”), certain Subsidiaries of Axius Water party thereto (together with Axius Water, each, a “Borrower” and, collectively, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each

member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by a Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving a Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting such Grantor's obligations under this Section, such Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**ENVIRONMENTAL DYNAMICS
INTERNATIONAL, INC.
ENVIRONMENTAL OPERATING SOLUTIONS,
INC.
NEXOM INC.
NEXOM (US), INC.**

By: 

Name: Christopher McQuire

Title: Vice President


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 
Name: Danielle Lussier
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Current Owner Of Record
AERATION WORKS	US	87751754 11-JAN-2018	5741875 30-APR-2019	37 40	Environmental Dynamics International, Inc.
EMPOWERING CLEAN WATER	US	87552640 02-AUG-2017	5477199 22-MAY-2018	40	Environmental Operating Solutions, Inc.
SAGR	US	87533695 19-JUL-2017	5431703 27-MAR-2018	11	Nexom Inc.
NEXOM	US	87533148 18-JUL-2017	5712041 02-APR-2019	11 37	Nexom Inc.
ECOBELT	US	87533169 18-JUL-2017	6127204 18-AUG-2020	11	Nexom Inc.
INFINI-D	US	87533175 18-JUL-2017	5929678 10-DEC-2019	11	Nexom Inc.
THINK OUTSIDE THE NOX	US	87209559 20-OCT-2016	5213415 30-MAY-2017	9	Environmental Operating Solutions, Inc.
SYMPHONY	US	87194030 05-OCT-2016	5333017 14-NOV-2017	35 37 40	Environmental Dynamics International, Inc.
MICROC	US	86748056 04-SEP-2015	4941015 19-APR-2016	1	Environmental Operating Solutions, Inc.
EDI	US	86339388 16-JUL-2014	4695470 03-MAR-2015	11 19 40	Environmental Dynamics International, Inc.
ENVIRONMENTAL DYNAMICS INTERNATIONAL	US	86191602 12-FEB-2014	4597207 02-SEP-2014	11 19 40	Environmental Dynamics International, Inc.
STREAMLINE	US	86173186 23-JAN-2014	4679888 27-JAN-2015	11	Environmental Dynamics International, Inc.
IDEAL	US	86171324 21-JAN-2014	4736272 12-MAY-2015	11	Environmental Dynamics International, Inc.
MICROC-IM	US	85937888 21-MAY-2013	4577145 29-JUL-2014	35	Environmental Operating Solutions, Inc.
BLUE SHOT	US	85937089 20-MAY-2013	4773364 14-JUL-2015	11	Nexom (US), Inc.

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

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Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Current Owner Of Record
EDI	US	85831145 24-JAN-2013	4464995 14-JAN-2014	11 19	Environmental Dynamics International, Inc.
NITRACK	US	85670288 06-JUL-2012	4485868 18-FEB-2014	9	Environmental Operating Solutions, Inc.
BLUE PRESS	US	85545189 16-FEB-2012	4291211 19-FEB-2013	11	Nexom (US), Inc.
BLUE WATER TECHNOLOGIES	US	85500379 20-DEC-2011	4281643 29-JAN-2013	11	Nexom (US), Inc.
MICROCG	US	85080336 08-JUL-2010	3922983 22-FEB-2011	1	Environmental Operating Solutions, Inc.
SAGR	US	77607129 04-NOV-2008	3968270 31-MAY-2011	11	Nexom Inc.
CENTRA-FLO	US	77543166 09-AUG-2008	3590933 17-MAR-2009	11	Nexom (US), Inc.
BLUE NITE	US	77366033 07-JAN-2008	3588571 10-MAR-2009	40	Nexom (US), Inc.
OPTAER	US	77008474 27-SEP-2006	3574457 17-FEB-2009	11	Nexom Inc.
BLUE PRO	US	78802748 30-JAN-2006	3274545 07-AUG-2007	11 40	Nexom (US), Inc.
FLEXAIR	US	78706431 02-SEP-2005	3132683 22-AUG-2006	11	Environmental Dynamics International, Inc.
BIOREEF	US	78686376 05-AUG-2005	3395978 11-MAR-2008	11	Environmental Dynamics International, Inc.
NAUTILUS	US	78638217 26-MAY-2005	3228745 10-APR-2007	7	Environmental Dynamics International, Inc.
BLUE WATER TECHNOLOGIES	US	78414577 06-MAY-2004	3023179 06-DEC-2005	11	Nexom (US), Inc.
DIFFUSER EXPRESS	US	75891382 07-JAN-2000	2415810 26-DEC-2000	35	Environmental Dynamics International, Inc.

[SCHEDULE I TO TRADEMARK SECURITY AGREEMENT]

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RECORDED: 07/29/2021

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