

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Wave Industries, Ltd.		11/04/2021	Limited Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5035124	PURCLEAN PURWATER	
Registration Number:	5035115	AQUALINK CONSERVATION THROUGH INNOVATION	
Registration Number:	5053099	NEWWAVE INDUSTRIES	
Registration Number:	5012113	PURWATER WATER RECOVERY SYSTEMS	
Registration Number:	5035083	PURCLEAN SPOT-FREE RINSE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0155		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	11/05/2021		

OP \$140.00 5035124

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of November 4, 2021, by the undersigned grantor (the "Grantor"), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a party to a Security Agreement dated as of December 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) all Patents, Trademarks and Copyrights of the Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized by any of the foregoing Trademarks, and (c) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing Patents, Copyrights or Trademarks, or unfair competition regarding the same.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

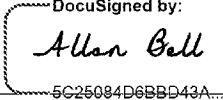
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

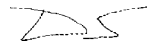
[Signature pages follow]

NEW WAVE INDUSTRIES LTD.
as a Grantor

By:  _____
Name: Allan Bell
Title: Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: David Schwartz
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007484 FRAME: 0770

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Trademarks

Patents:

TITLE	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	RECORD OWNER
Laundry Wash Water Recycle System	14/676421	4/1/2015	10,000,400	New Wave Industries, Ltd. ¹
Laundry Wash Water Recycle System	15/392779	12/28/2016	10,000,880	New Wave Industries Ltd. ²
Vehicle Wash Water Reclaim System	14/092738	11/27/2013	9,422,181	New Wave Industries Ltd. ³
DETERGENT RESISTANT CAR POLISH	12/966569	12/13/2010	8,513,179	New Wave Industries Ltd. ⁴

Trademarks:





TRADEMARK	REG. NO.	RECORD OWNER
PURCLEAN PURWATER PURCLEAN PURWATER	5035124	New Wave Industries, LTD

¹ Pending update with USPTO to New Wave Industries, Ltd.

² Pending update with USPTO to New Wave Industries, Ltd.

³ Pending update with USPTO to New Wave Industries, Ltd.

⁴ Pending update with USPTO to New Wave Industries, Ltd.

TRADEMARK	REG. NO.	RECORD OWNER
<p>AQUALINK CONSERVATION THROUGH INNOVATION NEWWAVE INDUSTRIES PURWATER</p> 	5035115	New Wave Industries, LTD
<p>NEWWAVE INDUSTRIES</p> 	5053099	New Wave Industries, LTD
<p>PURWATER WATER RECOVERY SYSTEMS</p> 	5012113	New Wave Industries, LTD
<p>PURCLEAN SPOT-FREE RINSE SYSTEMS</p> 	5035083	New Wave Industries, LTD