

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686992

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fountain Quail Water Management, LLC		11/08/2021	Limited Liability Company: TEXAS
FQ Fraxtar, LLC		11/08/2021	Limited Liability Company: DELAWARE
XRI Holdings, LLC		11/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cadence Bank
Street Address:	2800 Post Oak Boulevard, Suite 3800
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	Chartered Bank: MISSISSIPPI

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5013330	XRI BLUE
Registration Number:	5531177	MAVREX
Registration Number:	6041525	SCOUT
Registration Number:	4306901	TOTAL WATER MANAGEMENT SOLUTIONS
Serial Number:	90628983	WATER EXCHANGE TERMINAL
Serial Number:	90629744	WET

CORRESPONDENCE DATA

Fax Number:

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

CH \$165.00 5013330

ATTORNEY DOCKET NUMBER:	156164-01033
NAME OF SUBMITTER:	KAREEM ANSLEY
SIGNATURE:	/KAREEM ANSLEY/
DATE SIGNED:	11/09/2021

Total Attachments: 8

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”) is made as of November 8, 2021, by each Person listed on the signature page hereof (each, a “Grantor”), in favor of CADENCE BANK (formerly known as Cadence Bank, N.A.), as Administrative Agent under the Credit Agreement (the “Administrative Agent”), for the benefit of the Beneficiaries. Capitalized terms used herein and not otherwise defined have the respective meanings specified in the Security Agreement (as defined below).

RECITALS

A. Each Grantor owns certain intellectual property.

B. The Borrower, the Parent, the Administrative Agent, the Lenders, and the LC Issuer are parties to an Amended and Restated Credit Agreement dated as of the date hereof (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Credit Agreement”).

C. Pursuant to the Amended and Restated Security Agreement dated as of the date hereof (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Security Agreement”) each Grantor has granted to the Administrative Agent for the benefit of the Beneficiaries a continuing security interest in certain assets of each Grantor, including all right, title and interest of each Grantor in, to and under the Intellectual Property Collateral whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of each 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 “Intellectual Property Collateral”), whether now owned or existing or hereafter acquired or arising:

- (a) each Copyright in which each Grantor owns or has a right to use;
- (b) each Patent in which each Grantor owns or has a right to use;
- (c) each Trademark in which each Grantor owns or has a right to use;
- (d) each Intellectual Property License to which each Grantor is a party; and
- (e) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by each Grantor against third parties for past, present or future infringement of any of the foregoing, and all rights and benefits of each Grantor under any Intellectual Property License.

“Copyright” means any of the following:

(a) any copyright under the laws of any country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all applications for copyright under the laws of any country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading “Copyrights” on Schedule 1 that are material to each Grantor’s business;

(b) any reissue, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing;
and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Intellectual Property License” means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right:

(a) to use, copy, reproduce, distribute, prepare derivative works, display or publish any records or other materials on which a Copyright is in existence or may come into existence;

(b) with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence; or

(c) to use any Trademark,

in each case including the agreements described under the heading “Intellectual Property Licenses” on Schedule 1.

“Patent” means any of the following:

(a) any letter patent and design letter patent of any country and all applications for letters patent and design letters patent of any country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described under the heading “Patents” on Schedule 1 that are material to each Grantor’s business;

(b) any reissue, division, continuation, continuation-in-part, renewal or extension thereof;

(c) any claim for, or right to sue for, past or future infringement of any of the foregoing;
and

(d) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

“Trademark” means any of the following:

(a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, brand name, trade dress, domain name, design, slogan, print or label on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing that arise under applicable Law;

(b) the goodwill of the business symbolized thereby or associated with each of them;

(c) any registration or application in connection therewith, including any registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any other country, or any political subdivision of any thereof, including those described under the heading “U.S. Trademark Registrations and Applications” on Schedule 1 that are material to each Grantor’s business;

(d) any reissue, extension or renewal thereof;

(e) any claim for, or right to sue for, past or future infringements of any of the foregoing; and

(f) any income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof;

provided that Trademarks shall not include any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

Each Grantor irrevocably constitutes and appoints the Administrative Agent 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 each Grantor or in its name, from time to time, in the Administrative Agent’s discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action that each Grantor might take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Credit Agreement or Security Agreement, each Grantor shall not sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The rights and remedies of the

Administrative Agent with respect to the security interest in the Intellectual Property 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.

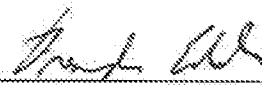
This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the Laws of the jurisdiction whose Laws the Security Agreement provides will govern such agreement.

This Intellectual Property Security Agreement amends, restates and replaces that certain Intellectual Property Security Agreement (the "Existing Agreement"), dated as of April 23, 2019, and filed with the United States Patent and Trademark Office on August 31, 2021 at reel/frame 057342/0445, by the Grantors party thereto in favor of the Administrative Agent (as successor to ABN AMRO Capital USA LLC), but does not extinguish the obligations outstanding under the Existing Agreement or otherwise discharge or release Grantors from their obligations arising thereunder or the liens created thereby. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Existing Agreement, which shall remain in full force and effect, except as expressly modified hereby or by instruments executed concurrently herewith.


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


**FOUNTAIN QUAIL WATER
MANAGEMENT, LLC**

By: 
Name: Brendan Ederle
Title: Authorized Person

FQ FRAXTAR, LLC

By: 
Name: Brendan Ederle
Title: Authorized Person

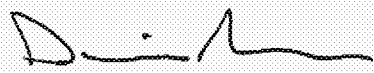
XRI HOLDINGS, LLC

By: 
Name: Brendan Ederle
Title: Authorized Person

Acknowledged:

CADENCE BANK

(formerly known as Cadence Bank, N.A.),
as Administrative Agent

By: 

Name: David Anderson

Title: Senior Vice President

SIGNATURE PAGE
TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 007489 FRAME: 0157

Schedule 1



Copyrights

None.

Patents

PARTY	PATENT REGISTRATIO N NUMBER	REGISTRATION DATE	PATENT APPLICATION NUMBER	APPLICATION DATE	TITLE
Fountain Quail Water Management, LLC	US 9,120,619	9/1/2015	14/106,433	12/13/2013	Modular above- ground tank
Fountain Quail Water Management, LLC	MX 356211B	6/29/2018	MX2015007589	6/12/2015	Modular above- ground tank

Trademarks

PARTY	TRADEMARK TITLE	TRADEMARK APPLICATION NUMBER	TRADEMARK REG. NUMBER	DATE OF APP.	DATE OF REG.
XRI Holdings, LLC	XRI BLUE	86216404	5013330	3/10/2014	8/02/2016
XRI Holdings, LLC	WATER EXCHANGE TERMINAL	90628983		4/7/2021	
XRI Holdings, LLC	WET	90629744		4/7/2021	
Fountain Quail Water Management, LLC	MAVREX & Design 	87363727	5531177	3/8/2017	7/31/2018
Fountain Quail Water Management, LLC	SCOUT & Design 	88613299	6041525	9/11/2019	4/28/2020
Fountain Quail Water Management, LLC	TOTAL WATER MANAGEMENT SOLUTIONS	85406057	4306901	8/24/2011	3/19/2013

Intellectual Property Licenses

AGREEMENT NAME	CONTRACTING PARTY	COUNTERPARTY
Intellectual Property License Agreement	FQ Fraxtar, LLC	Alphanetics, Inc. and Michael Technologies, Inc.
Equipment Conditional Sale Agreement and Exclusive License Agreement, dated April 1, 2011 (as amended on August 24, 2015)	Fountain Quail Water Management, LLC	Eureka Resources LLC