

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DETECHTION USA INC.		12/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N. LOS ROBLES AVE.		
Internal Address:	6TH FLOOR		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6200693	ENBASE	
Registration Number:	5783344	FIELDLINK	
Registration Number:	5783343	ENBASE	
Registration Number:	5675883	ENALYSIS	
Registration Number:	5675882	DETECHTION	
Registration Number:	2419194	E-NALYSIS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	244268.000004		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		

CH \$165.00 6200693

DATE SIGNED:

12/28/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of December 22, 2021 by and between **EAST WEST BANK (“Bank”)**, and **DETECHTION HOLDINGS L.P., DETECHTION USA INC., ENBASE, LLC, DETECHTION CANADA HOLDCO LIMITED, DETECHTION CANADA OPERATIONS LIMITED, and DETECHTION CANADA CALLCO LIMITED** (individually and collectively, jointly and severally, **“Grantor”**).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the **“Loans”**) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor as of even date herewith (as the same may be amended, modified or supplemented from time to time, the **“Loan Agreement”**; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the **“Intellectual Property Collateral”**), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright restrictions set forth on Exhibit A attached hereto (collectively, the **“Copyrights”**);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those trademark registrations and trademark applications set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (i) any permit, license or contractual obligation entered into by Grantor (A) that prohibits or requires the consent of any person other than Grantor which has not been obtained as a condition to the creation by Grantor of a Lien on any right, title or interest in such permit, license or contractual obligation or (B) to the extent that any requirement of law applicable thereto (including, without limitation, rules and regulations of any governmental authority or agency) prohibits the creation of a Lien thereon, but only, with respect to the prohibition in clauses (A) and (B), to the extent, and for as long as, such prohibition is not terminated, lapses, expires or rendered unenforceable or otherwise deemed ineffective by the Code or any other requirement of law (including, without limitation, Sections 9-406, 9-408 or 9-409 (or any other Section) of Division 9 of the Code); (ii) personal property owned by Grantor that is subject to a purchase money Lien or a capitalized lease permitted under the loan and security agreement between

Grantor and Bank if the contractual obligation pursuant to which such Lien is granted prohibits or requires the consent of any person other than Grantor which has not been obtained as a condition to the creation of any other Lien on such personal property; provided that upon the termination, lapsing or expiration of any such prohibition, such personal property shall automatically be subject to the security interest granted in favor of Bank under the loan and security agreement between Grantor and Bank and become part of the "Intellectual Property Collateral"; (iii) any "intent-to-use" trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; (iv) consumer goods (as defined in the PPSA); and (v) the last day of the term of any lease or sublease of real property or any agreement for a lease or sublease of real property, now held or hereafter acquired by Grantor, but Grantor will stand possessed of any such last day upon trust to assign and dispose of it as the Bank may reasonably direct; provided, further, any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment shall be part of the "Intellectual Property Collateral" so long as such cash proceeds and/or noncash proceeds are not otherwise excluded from the definition of "Intellectual Property Collateral" pursuant to the foregoing clauses (i) through (v). For purposes of clause (ii) above, with respect to Detection Canada Holdco Limited, Detection Canada Operations Limited and Detection Canada Callco Limited, the term "personal property" has the meaning set forth in the Personal Property Security Act (Ontario).

The security interest with respect to Trademarks constitutes a security interest in, and a charge, hypothecation and pledge of, such Intellectual Property Collateral in favour of the Bank, but does not constitute an absolute assignment or mortgage of such Intellectual Property Collateral to the Bank. For clarity, until the security interest is enforceable, the grant of the security interest in the Intellectual Property Collateral does not affect in any way the Grantor's rights to commercially exploit the Intellectual Property Collateral, defend it, enforce the Grantor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.

2. Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property Collateral, and (B) any new Copyrights, Trademarks, Patents or Mask Works of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

3. Recordation. Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

4. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

5. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States, and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DETECHTION HOLDINGS L.P.

By: 
Name: Chris Smith
Title: CEO

DETECHTION USA INC.

By: 
Name: Chris Smith
Title: CEO

ENBASE, LLC


By: Detection USA Inc., its sole member

By: 
Name: Chris Smith
Title: CEO

DETECHTION CANADA HOLDCO LIMITED

By: 
Name: Chris Smith
Title: CEO

DETECHTION CANADA OPERATIONS LIMITED

By: 
Name: Chris Smith
Title: CEO

DETECHTION CANADA CALLCO LIMITED

By: 
Name: Chris Smith
Title: CEO

BANK:

EAST WEST BANK

By: Eric Chico

Name: Eric Chico

Title: First Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007543 FRAME: 0509

EXHIBIT A

U.S. Copyrights

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.			

Canadian Copyrights

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Detection Canada Operations Limited	Energy Management Services 2000+ Compressor Diagnostic Report	1109602	

EXHIBIT B

U.S. Patents

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DETECHTION USA INC.	Dynamic Compressor Controls	16/869,772	05/08/2020
DETECHTION USA INC.	Chemical Treatment Tank Level Sensor	62/802,474	08/13/2020
DETECHTION USA INC.	Methods and Systems for Precision Dosing of Fluid Systems	63/209,262	
DETECHTION USA INC.	Industrial Automation Control, Telemetry, and Predictive Analytics System	62/158,645	
DETECHTION USA INC.	Asset Tracking Device	62/137,045	

Canadian Patents


<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DETECHTION USA INC.	Dynamic Compressor Controls	62/850,763	
DETECHTION USA INC.	Chemical Treatment Tank Level Sensor	62/802,474	

EXHIBIT C

U.S. Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DETECHTION USA INC.	ENBASE	6,200,693	11/17/2020
DETECHTION USA INC.	FIELDLINK	5,783,344	04/07/2017
DETECHTION USA INC.	ENBASE	5,783,343	06/18/2019
DETECHTION USA INC.	ENALYSIS	5,675,883	02/12/2019
DETECHTION USA INC.	DETECHTION	5,675,882	02/12/2019
DETECHTION USA INC.	E-NALYSIS	2,419,194	01/09/2001

Canadian Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Detection Canada Operations Limited	RECIP 2000 ⁺	555758	
Detection Canada Operations Limited		782232	
Detection Canada Operations Limited	RECIP 98*	541556	
Detection USA Inc.	DETECHTION BLOWBY	1083398	
Detection USA Inc.	FIELDLINK	1072239	
Detection USA Inc.	ENBASE	1083390	
Detection USA Inc.	ENALYSIS	1083380	

Detection USA Inc.	ENALYSIS	618834	
Detection USA Inc.	DETECHTION	1083391	

EXHIBIT D

U.S. Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		