

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUIDED WAVE INC.		04/29/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit IV Loanco, LLC, as administrative agent		
Street Address:	150 N. RIVERSIDE PLAZA, SUITE 2010		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76022823	CLEARVIEW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	20660608		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	04/29/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2022 (this “Agreement”), is made by **GUIDED WAVE INC.** (the “Grantor”), in favor of **KAYNE SENIOR CREDIT IV LOANCO, LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 30, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **PROCESS INSIGHTS, INC.**, a Delaware corporation (“Holdings”), **COSA XENTAUR CORPORATION**, a Delaware corporation (“COSA”), **TIGER OPTICS, LLC**, a Pennsylvania limited liability company (“Tiger Optics”), **EXTREL CMS, LLC**, a Pennsylvania limited liability company (“CMS”), **ALPHA OMEGA INSTRUMENTS CORP.**, a Rhode Island corporation (“Alpha Omega”; and together with **COSA**, **Tiger Optics**, **CMS**, and each other Person from time to time that becomes a party thereto are referred to hereinafter each individually as a “Borrower”, and collectively, as the “Borrowers”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and **KAYNE SENIOR CREDIT IV LOANCO, LLC**, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Credit Agreement to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to that certain Security Agreement dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges, and hypothecates to Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each

such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark 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.

Section 4 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

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

Very truly yours,

GUIDED WAVE INC.,
as Grantor


By: Neil Hekking
Name: Neil Hekking
Title: Chief Financial Officer

[Signature Page – Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

KAYNE SENIOR CREDIT IV LOANCO, LLC, as Agent

By:  _____

Name: Doug Goodwillie

Title: Authorized Signatory

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 007707 FRAME: 0801

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

No.	Application No.	Registration No.	Registration Date	Trademark	Owner
1	76022823	2914061	December 28, 2004	CLEARVIEW	GUIDED WAVE INC. CORPORATION CALIFORNIA SUITE 278 601 UNIVERSITY AVE SACRAMENTO CALIFORNIA 95825

2. TRADEMARK APPLICATIONS

None.