

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UGSI SOLUTIONS, INC.		06/14/2022	Corporation: DELAWARE
UGSI CHEMICAL FEED, INC.		06/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as administrative agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5618437	CHEMLOCKER	
Registration Number:	5188194	TANK SHARK	
Registration Number:	4903822	TANK SHARK	
Registration Number:	4869533	MICROCLOR	
Registration Number:	4353567	MICROCLOR	
Registration Number:	5224794	POWERVENT	
Registration Number:	5607423	SMARTBOOST	
Registration Number:	5261644	MONOCLOR	
Registration Number:	1989322	ENCORE	
Registration Number:	1602029	POLYBLEND	
Registration Number:	1264817	CHEMTUBE	
Registration Number:	1274800	POLYBLEND	
Registration Number:	1361883	DRUMSTIK	
Registration Number:	1336414	ARMA-VIEW	
Registration Number:	0748747	VAREA-METER	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$390.00 5618437

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: hmill@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 2: Vedder Price P.C.
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0157
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NAME OF SUBMITTER:	Holly Miller
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SIGNATURE:	/Holly Miller/
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DATE SIGNED:	06/16/2022
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Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of this 14th day of June, 2022, by and among UGSI SOLUTIONS, INC., a Delaware corporation (“UGSI”), and UGSI CHEMICAL FEED, INC., a Delaware corporation (“UCFI”, and together with UGSI, collectively, the “Grantors” and each individually, a “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for itself and the Lenders (as defined in the Credit Agreement (defined below)) and (to the extent provided in the Guaranty and Collateral Agreement (defined below)), their Affiliates (“Administrative Agent”):

W I T N E S S E T H:

WHEREAS, Grantors, certain affiliates of Grantors, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantors, by Lenders; and

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors and certain affiliates of Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), pursuant to which Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a security interest in substantially all of the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Patents and Trademarks, in each case, included in the Collateral, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in Grantors’ entire right, title and interest in and to all of the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Patent;

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Patent listed on Schedule A annexed hereto, or (b) injury to the goodwill associated with any Patent listed on Schedule A annexed hereto (together with clause (i) the "Patent Collateral");

(iii) each Trademark listed on Schedule B annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill connected with the use of, and symbolized by, such Trademark;

(iv) each Trademark License to which such Grantor is a party, together with all goodwill associated therewith; and

(v) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future infringement of any Trademark referred to on Schedule B annexed hereto and any Trademark licensed under any Trademark License (together with clauses (iii) and (iv) the "Trademark Collateral");

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), no Patent Collateral and no Trademark Collateral shall include any Excluded Property.

3. Release and Termination. Administrative Agent shall, upon the written request of any Grantor, execute and deliver to such Grantor a proper instrument or instruments acknowledging the release of the security interest and Liens (as defined in the Credit Agreement) established hereby on any Trademark Collateral or Patent Collateral to the extent required by Section 8.17 of the Guaranty and Collateral Agreement.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Pages Follow]

(Signature Page to Patent and Trademark Security Agreement)


IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

UGSI SOLUTIONS, INC., a Delaware corporation

By: 
Robert Ospalik
Executive Vice President

UGSI CHEMICAL FEED, INC., a Delaware corporation

By: 
Robert Ospalik
Executive Vice President

VP:#56099180


(Signature Page to Patent and Trademark Security Agreement)

Agreed and Accepted as of the Date First
Written Above

ADMINISTRATIVE AGENT:

CIBC BANK USA

By: _____


Michael F. Perry
Managing Director

VP#56090180

TRADEMARK
REEL: 007755 FRAME: 0542

SCHEDULE A

PATENTS

<u>Title</u>	<u>Application Number</u>	<u>File Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Owner</u>
Dosing Assembly For Chemical Treatment Systems And Methods Of Controlling The Same	15424127	02/03/17	N/A	N/A	UGSI Solutions, Inc.
Water Storage Containers Exhibiting Reduced Corrosion, and Devices and Methods for Reducing Rate of Corrosion in Water Storage Containers	15696797	09/06/17	N/A	N/A	UGSI Solutions, Inc.
Methods and System for Evaluating and Maintaining Disinfectant Levels in a Potable Water Supply	16310671	12/17/18	11286176	3/29/22	UGSI Solutions, Inc.
Systems And Methods For Removing Volatile Compounds From Water-Storage Tanks	16827884	03/24/20	11332385	5/17/22	UGSI Solutions, Inc.
Electrolytic Cell and System for Treating Water	16993404	08/14/20	N/A	N/A	UGSI Solutions, Inc.
Chemical Control Systems and Methods for Controlling Disinfectants	17075794	10/21/20	N/A	N/A	UGSI Solutions, Inc.
Systems and Methods for Controlling the Feed Rate of Chemicals into a Body of Water	17130817	12/22/20	N/A	N/A	UGSI Solutions, Inc.
Chemical Injection and Control System and Method for Controlling Chloramines	17352408	06/21/21	N/A	N/A	UGSI Solutions, Inc.
Self-Cleaning System and Method of Cleaning Electrolytic Cells	17404397	08/17/21	N/A	N/A	UGSI Solutions, Inc.
High-Capacity Polymer System and Method of Preparing Polymeric Mixtures	17397306	08/09/21	N/A	N/A	UGSI Chemical Feed, Inc.
Systems And Methods For Removing Volatile Compounds From Water-Storage Tanks	16827884	03/24/20	N/A	N/A	UGSI Solutions, Inc.
Ventilation Devices and Methods	15659696	07/26/17	10088182	10/02/18	UGSI Solutions, Inc.
Electrolytic Cell and System for Treating Water	14702406	05/01/15	10183876	01/22/19	UGSI Solutions, Inc.
Ventilation Devices and Methods	16145316	09/28/18	10584888	03/10/20	UGSI Solutions, Inc.

(Signature Page to Patent and Trademark Security Agreement)

<u>Title</u>	<u>Application Number</u>	<u>File Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Owner</u>
Systems and Methods for Removing Volatile Compounds from Water-Storage Tanks	15857727	12/29/17	10640394	05/05/20	UGSI Solutions, Inc.
Chemical Injection and Control System and Method for Controlling Chloramines	15177967	06/09/16	10766796	09/08/20	UGSI Solutions, Inc.
Electrolytic Cell and System for Treating Water	16252960	01/21/19	10800682	10/13/20	UGSI Solutions, Inc.
Chemical Injection Control System and Method for Controlling Chloramines	15994220	05/31/18	10800685	10/13/20	UGSI Solutions, Inc.
Chemical Control Systems and Methods for Controlling Disinfectants	16135590	09/19/18	10836659	11/17/20	UGSI Solutions, Inc.
Electrolytic Cells and Water Treatment Systems Containing the Same	16295778	03/07/19	10975479	04/13/21	UGSI Solutions, Inc.
Chemical Injection and Control System and Method for Controlling Chloramines	16942189	07/29/20	11046599	06/29/21	UGSI Solutions, Inc.
Self-Cleaning System and Method of Cleaning Electrolytic Cells	16549575	08/23/19	11118275	09/14/21	UGSI Solutions, Inc.
Electrolytic Cell And System For Treating Water	11450968	06/09/06	7897022	03/01/11	UGSI Solutions, Inc.
Electrolytic Cell And System For Treating Water	13026939	02/14/11	8702917	04/22/14	UGSI Solutions, Inc.
Electrolytic Cell And System For Treating Water	13026947	02/14/11	9039902	05/26/15	UGSI Solutions, Inc.
Ventilation Devices And Methods	14105182	12/13/13	9816716	11/14/17	UGSI Solutions, Inc.
Chemical Treatment Apparatus for Diluting and Activating Polymers and Methods Thereof	15861971	01/04/18	10526481	01/07/20	UGSI Chemical Feed, Inc.
High-Capacity Polymer System and Method of Preparing Polymeric Mixtures	15923603	03/16/18	10213753	02/26/19	UGSI Chemical Feed, Inc.
Chemical Treatment Apparatus for Diluting and Activating Polymers and Methods Thereof	15861971	01/04/18	10526481	01/07/20	UGSI Chemical Feed, Inc.
High-Capacity Polymer System and Method of Preparing Polymeric Mixtures	16275735	02/14/19	11097231	08/24/21	UGSI Chemical Feed, Inc.

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<u>Title</u>	<u>Application Number</u>	<u>File Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Owner</u>
Chemical Treatment Apparatus for Diluting and Activating Polymers and Methods Thereof	14863839	09/24/15	9879135	01/30/18	UGSI Chemical Feed, Inc.

SCHEDULE B

TRADEMARKS

<u>Mark</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
CHEMLOCKER	87522930	07/11/17	5618437	11/27/18	UGSI Solutions, Inc.
TANK SHARK	87004021	04/18/16	5188194	04/18/17	UGSI Solutions, Inc.
TANK SHARK	86477542	12/11/14	4903822	02/23/16	UGSI Solutions, Inc.
MICROCLOR	86477521	12/11/14	4869533	12/15/15	UGSI Solutions, Inc.
MICROCLOR	85756760	10/17/12	4353567	06/18/13	UGSI Solutions, Inc.
POWERVENT	86811170	11/05/15	5224794	06/13/17	UGSI Solutions, Inc.
SMARTBOOST	86811097	11/05/15	5607423	11/13/18	UGSI Solutions, Inc.
MONOCLOR	86706566	07/28/15	5261644	08/08/17	UGSI Solutions, Inc.
ENCORE	74621372	01/17/95	1989322	07/23/96	UGSI Chemical Feed, Inc.
POLYBLEND	73819500	08/14/89	1602029	06/19/90	UGSI Chemical Feed, Inc.
CHEMTUBE	73403676	11/22/82	1264817	01/24/84	UGSI Chemical Feed, Inc.
POLYBLEND	73374747	07/14/82	1274800	04/24/84	UGSI Chemical Feed, Inc.
DRUMSTIK	73525407	03/06/85	1361883	09/24/85	UGSI Chemical Feed, Inc.
ARMA-VIEW	73489433	07/11/84	1336414	05/21/85	UGSI Chemical Feed, Inc.
VAREA-METER	72105396	09/28/60	0748747	04/30/63	UGSI Chemical Feed, Inc.