

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAY MATTER SYSTEMS, LLC		12/18/2020	Limited Liability Company: DELAWARE
GRAY MATTER SYSTEMS CANADA, LLC		12/18/2020	Limited Liability Company: DELAWARE
E-MERGE SYSTEMS, LLC		12/18/2020	Limited Liability Company: MARYLAND
EMERGE AUTOMATION, LLC		12/18/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5090870	DISCOVEROI	
Registration Number:	5090867	DISCOVEROI	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787404		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP - IP Section		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	26827.329 (2020 TM)		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		

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DATE SIGNED:	08/03/2022
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Total Attachments: 6

- source=[2020] Gray Matters - A&R Intellectual Property Security Agreement [executed]#page1.tif
- source=[2020] Gray Matters - A&R Intellectual Property Security Agreement [executed]#page2.tif
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of December 18, 2020, is made by **GRAY MATTER SYSTEMS, LLC**, a Delaware limited liability company (“*Gray*”), **GRAY MATTER SYSTEMS CANADA, LLC**, a Delaware limited liability company (“*Gray Canada*”), after giving effect to the E-Merge Acquisition (as defined in the Credit Agreement defined below), **E-MERGE SYSTEMS, LLC**, a Maryland limited liability company (“*E-Merge*”), and **EMERGE AUTOMATION, LLC**, a Virginia limited liability company (“*Emerge Automation*”, and together with Gray, Gray Canada and E-Merge, each a “*Grantor*” and collectively, the “*Grantors*”), in favor of **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, a national banking association (“*Texas Capital Bank*”), as administrative agent (in such capacity, “*Administrative Agent*”) for the benefit of the Secured Parties (as defined in the Credit Agreement (hereinafter defined).

RECITALS:

WHEREAS Gray and Gray Canada, as borrowers, and Texas Capital Bank, as lender, are party to that certain Credit Agreement dated as of November 22, 2017 (as amended, restated, supplemented or modified from time to time, the “*Existing Credit Agreement*”);

WHEREAS, in connection with the Existing Credit Agreement, Gray, Gray Canada and Texas Capital Bank executed a security agreement (the “*Existing Security Agreement*”) and, pursuant to the Existing Security Agreement, an intellectual property security agreement (the “*Existing IP Security Agreement*”), each dated as of November 22, 2017;

WHEREAS, Gray, Gray Canada and Texas Capital Bank have decided to amend and restate the Existing Credit Agreement by execution of that certain amended and restated credit agreement by and among Grantors, the lenders from time to time party thereto (“*Lenders*”), and Texas Capital Bank, as Administrative Agent for the Lenders and as a Lender (as it may be amended, restated or modified from time to time, the “*Credit Agreement*”);

WHEREAS, Gray, Gray Canada and Texas Capital Bank are amending and restating the Existing Security Agreement to be dated as of the date hereof (the “*Security Agreement*”) in order to, among other things, induce Administrative Agent and the Lenders to enter into and extend or continue to extend credit to Grantors under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Grantors are required to amend and restate the Existing IP Security Agreement and to execute and deliver to Administrative Agent this Agreement.

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

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.
2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, collaterally assigns, and

pledges to Administrative Agent for the benefit of the Secured Parties, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Intellectual Property Collateral**”):

(a) all of Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto (excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed));

(c) all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them to any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an

original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6. **Amendment and Restatement.** This Agreement is executed in amendment and restatement of the Existing IP Security Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the obligations owing to Secured Party (as defined in the Existing IP Security Agreement) or Administrative Agent or any other Secured Party under the Existing IP Security Agreement. Each of the parties hereto hereby acknowledges and agrees that the pledge and grant of the security interests in the Collateral pursuant to *Section 2.1* of this Agreement is not intended to, nor shall it be construed, as constituting a release of any prior pledge or security interests granted by Grantor in favor of Secured Party (as defined in the Existing IP Security Agreement) or Administrative Agent under the existing IP Security Agreement pledge, but is intended to constitute a restatement, ratification and reconfirmation of the prior security interests granted by Grantor in favor of Secured Party (as defined in the Existing Security Agreement) or Administrative Agent in and to the Collateral and an amendment thereto, and by this Agreement, Texas Capital Bank, as Secured Party (as defined in the Existing Credit Agreement), hereby assigns all right, title and interest in, to and under the security interests and Liens granted by Grantors (other than E-Merge and Emerge Automation) to Administrative Agent.

**[Remainder of Page Intentionally Left Blank
Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

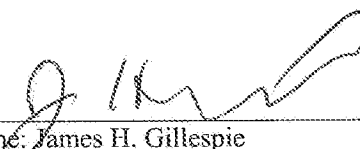
GRAY MATTER SYSTEMS, LLC

By: 
Name: James H. Gillespie
Title: Chief Executive Officer

GRAY MATTER SYSTEMS CANADA, LLC

By: 
Name: James H. Gillespie
Title: Chief Executive Officer

E-MERGE SYSTEMS, LLC (after giving effect to the E-Merge Acquisition)

By: 
Name: James H. Gillespie
Title: Chief Executive Officer

EMERGE AUTOMATION, LLC (after giving effect to the E-Merge Acquisition)

By: 
Name: James H. Gillespie
Title: Chief Executive Officer

SCHEDULE I

to

**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**


(PART A)

PATENTS

Patents					
Title	Filing Date	App. No.	Issue Date	Reg. No.	Owner
DETERMINATION OF FLUID QUALITY USING PH AND RESISTIVITY	08/06/2017	Provisional Patent Application Serial No. 62/541,745			Gray Matter Systems, LLC
POINT-OF-USE FLUID QUALITY MEASUREMENT	08/06/2017	Provisional Patent Application Serial No. 62/541,746			Gray Matter Systems, LLC

(PART B)

TRADEMARKS

Trademarks					
Mark	Filing Date	App. No.	Issue Date	Reg. No.	Owner
<u>DISCOVERROI</u>				5,090,870	Gray Matter Systems, LLC
				5,090,867	Gray Matter Systems, LLC

TRADEMARK LICENSES

E-Merge Systems, LLC has a license to use the RcSI Program name and identity mark pursuant to that Recognized System Integrator Program Participation Agreement, by and between Rockwell Automation, Inc. and E-Merge Systems, LLC (f/k/a E-Merge Systems, Inc.).