

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756115

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST --TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xylem I LLC		09/19/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	320 South Canal Street, 14th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6393520	XYLEM	
<b>Registration Number:</b>	6415073	XY XYLEM TREE EXPERTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128192511		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Kate Andes/ White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1785638-0141-CM65		
<b>NAME OF SUBMITTER:</b>	Kate Andes		
<b>SIGNATURE:</b>	/Kate Andes/		
<b>DATE SIGNED:</b>	09/19/2022		
<b>Total Attachments: 4</b>			
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**GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 19, 2022, by Xylem I LLC, a Delaware limited liability company ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 22, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

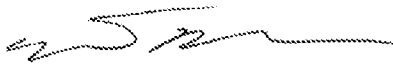
**[Remainder of page intentionally left blank]**

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

**XYLEM I LLC**


By:   
Name: Randolph Hoover  
Title: CEO

**BMO HARRIS BANK N.A.**, as  
Administrative Agent

By:   
Name: Matthew W. Miller  
Title: Vice President

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

Trademarks

Registration No.	Registered Owner	JX	Mark	Class	Registration Date	Status
6,393,520	Xylem, Inc. <sup>1</sup>	U.S.	XYLEM (word)	Int. 37, 44	June 22, 2021	Live
6,415,073	Xylem, Inc. <sup>2</sup>	U.S.	XY XYLEM TREE EXPERTS (design)  	Int. 37, 44	July 13, 2021	Live

<sup>1</sup> While this trademark is registered in the name of Xylem, Inc. it is owned by Xylem I LLC.

<sup>2</sup> While this trademark is registered in the name of Xylem, Inc. it is owned by Xylem I LLC.