

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heath Consultants Incorporated		08/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney Ave, Ste 1800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Texas state bank: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1444968	AQUA-SCOPE	
Registration Number:	6086112	REM REMOTE EMISSIONS MONITOR	
Registration Number:	3214003	RMLD	
Registration Number:	5840075	RMLD UAV	
Registration Number:	5536469	RMLD UAV	
Registration Number:	2166516	SURE-LOCK	
Serial Number:	97196582	DISCOVER	
Serial Number:	97196587	DISCOVER AMLD	
Serial Number:	97196591	DISCOVER	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sspainhour@velaw.com		
Correspondent Name:	Shannon Spainhour		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins		
Address Line 4:	Dallas, TEXAS 75201		

OP \$240.00 1444968

NAME OF SUBMITTER:	Shannon Spainhour
SIGNATURE:	/Shannon Spainhour/
DATE SIGNED:	08/11/2023
Total Attachments: 8 source=IPSA - TCB - Heath (August 2023)[Executed] #page1.tif source=IPSA - TCB - Heath (August 2023)[Executed] #page2.tif source=IPSA - TCB - Heath (August 2023)[Executed] #page3.tif source=IPSA - TCB - Heath (August 2023)[Executed] #page4.tif source=IPSA - TCB - Heath (August 2023)[Executed] #page5.tif source=IPSA - TCB - Heath (August 2023)[Executed] #page6.tif source=IPSA - TCB - Heath (August 2023)[Executed] #page7.tif source=IPSA - TCB - Heath (August 2023)[Executed] #page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of August 1, 2023 is entered into by HEATH CONSULTANTS INCORPORATED, a Delaware corporation (“**Grantor**”), and TEXAS CAPITAL BANK, a Texas state bank, as lender (“**Lender**”).

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Loan and Security Agreement dated as of the date hereof among Grantor, the guarantors from time to time party thereto and Lender (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the “**Loan Agreement**”).

WHEREAS, pursuant to the Loan Agreement, Grantor is required to deliver this Agreement to grant a security interest to Lender, for the benefit of itself and the other Secured Parties, in all of Grantor’s Patents, Trademarks, all registrations and recordings thereof and applications (other than “intent to use” applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the Patents and Trademarks listed on Schedule 1 hereto (collectively, the “**Secured Intellectual Property**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Lender hereby agree as follows:

1. **Grant of Security Interest.**

(a) Grantor hereby pledges, assigns and grants to Lender, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Intellectual Property, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. **Modification of Agreement.**

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Lender may modify this Agreement, after obtaining Grantor’s approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents and Trademarks currently owned by Grantor

or any Patents and Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents and Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Lender and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of Lender given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

HEATH CONSULTANTS INCORPORATED, a
Delaware corporation

By: Andrew Sitgreaves

Name: Andrew Sitgreaves

Title: Chief Executive Officer

LENDER:

TEXAS CAPITAL BANK

By: 

Name: Mark Tompkins

Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT -- HEATH CONSULTANTS INCORPORATED]

TRADEMARK
REEL: 008164 FRAME: 0260

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Patents:

Name of Grantor	Title	Federal Registration No.	Registration Date
Heath Consultants Incorporated	Apparatus and Methods for Providing Corrected Readings in Odor Intensity Level Monitoring Instrumentation and Concurrent Odor Intensity and Odorant Concentration Measurements	11,243,196 B2	2/8/2022
Heath Consultants Incorporated	Systems And Methods For Detecting Buried Non-Conductive Pipes	11,061,135 B2	7/13/2021
Heath Consultants Incorporated	Apparatus and Methods for Providing Corrected Readings in Odor Intensity Level Monitoring Instrumentation and Concurrent Odor Intensity and Odorant Concentration Measurements	11,385,210 B2	7/12/2022
Heath Consultants Incorporated	Residential Methane Detector (RMD)	9,030,329 B2	5/12/2015
Heath Consultants Incorporated	RMLD® brand leak detection RMLD-IS™, RMLD-CS™, REM®, RMLD-UAV®	7,075,653 B1	7/11/2006

Patent Applications:

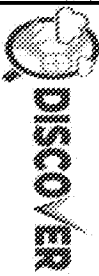
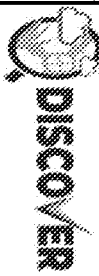
Name of Grantor	Title	Application Date	Application Number
Heath Consultants Incorporated	Front Vehicle Mount Assembly and System	08/02/2022	17/879,612
Heath Consultants Incorporated	System And Method For Simultaneous High-Sensitivity Measurement Of Methane And Ethane Via Laser Absorption Spectroscopy In An Open-Air Configuration	10/04/2022	17/959,798
Heath Consultants Incorporated	High Reliability, High Precision, Releasable Mounting Systems and Methods	04/25/2023	18/139,304
Heath Consultants Incorporated	Magnetic-Assisted Suction Cup Mounting Assembly and Method	04/25/2023	18/139,006
Heath Consultants Incorporated	Vehicle Front Mounting System and Atmospheric Sensing Assembly	05/01/2023	63/463,235
Heath Consultants Incorporated	Non-Metallic Pipe Locator	11/09/2018	16/185,678
Heath Consultants Incorporated	Odorator	09/16/2015	14/856,203

Registered Trademarks:

Name of Creator	Mark	Image	Class	Class Description	App. No.	Application Date	Reg. No.	Reg. Date
Heath Consultants Incorporated	AQUA-SCOPE		9	ELECTROSONIC LEAK DETECTOR FOR FLUID LEAKAGE DETECTION FROM UNDERGROUND FLUID CONDUITS, SUCH AS WATER, GAS, OIL CONDUITS AND THE LIKE	73/616967	Aug 27, 1986	1444968	Jun 30, 1987
Heath Consultants Incorporated	REM REMOTE EMISSIONS MONITOR Stylized w/Design		9	METHANE EMISSIONS DETECTORS AND MONITORS BEING GAS DETECTORS FOR DETECTING THE PRESENCE OF GAS	87/724786	Dec 18, 2017	6086112	Jun 23, 2020
Heath Consultants Incorporated	RMLD		9	METHANE LEAK DETECTOR	78/577411	Mar 1, 2005	3214003	Feb 27, 2007
Heath Consultants Incorporated	RMLD UAV		12	UNMANNED AERIAL VEHICLE EQUIPPED WITH A METHANE LEAK DETECTOR SOLD AS A UNIT	87/241822	Nov 18, 2016	5840075	Aug 20, 2019
Heath Consultants Incorporated	RMLD UAV Stylized w/Design		12	UNMANNED AERIAL VEHICLE EQUIPPED WITH A METHANE LEAK DETECTOR SOLD AS A UNIT	87/241885	Nov 18, 2016	5536469	Aug 7, 2018

Heath Consultants Incorporated	SURE-LOCK		9	ELECTRONIC DEVICE, NAMELY, AN ELECTRONIC LOCATOR HAVING A TRANSMITTER AND RECEIVER FOR LOCATING BURIED UTILITY PIPE AND CABLE	75/189021	Oct 28, 1996	2166516	Jun 16, 1998
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Trademark Applications:

Holder	COUNTRY	MARK	IMAGE	CLASS	CLASS DESCRIPTION	APP. NO.	DATE FILED
Heath Consultants Incorporated	United States of America	DISCOVER Design (Black and White)		42	METHANE DETECTION SERVICES	97/196582	Dec 30, 2021
Heath Consultants Incorporated	United States of America	DISCOVER AMLD		42	METHANE DETECTION SERVICES	97/196587	Dec 30, 2021
Heath Consultants Incorporated	United States of America	DISCOVER Design (Color) and		42	METHANE DETECTION SERVICES	97/196591	Dec 30, 2021