

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXT METERS GLOBAL, LLC		01/02/2024	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	1675 BROADWAY, SUITE 1400		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7151281	WRAP AND STRAP	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	13032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	675 15th Street, Suite 2900		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	006433.0399		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	01/04/2024		
Total Attachments: 6			
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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this “**Agreement**”), dated as of January 2, 2024, is made among NEXT METERS GLOBAL, LLC, a Utah limited liability company (the “**Borrower**”) and KEYBANK NATIONAL ASSOCIATION, a national banking association (the “**Lender**”).

A. The Borrower and Lender have entered into a Credit and Security Agreement, dated as of the date hereof (as at any time amended, restated, modified or supplemented, the “**Credit Agreement**”), pursuant to which the Lender has agreed to make certain loans or other extensions of credit or financial accommodations to the Borrower on the terms and subject to the conditions set forth therein.

B. Pursuant to the Credit Agreement, the Borrower has granted to Lender a security interest in substantially all of the Borrower’s present and future assets, including the Collateral identified below. To secure the Obligations and to supplement Lender’s security interest in such intellectual property pursuant to the Credit Agreement, the Borrower is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the preamble and recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations when due, the Borrower, hereby grants, assigns and conveys to the Lender a security interest in all of the Borrower’s rights, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Borrower now has or hereafter owns, acquires or develops an interest and wherever located, in each case other than Excluded Property (collectively, the “**Collateral**”):

(i) all patents and patent applications, together with the goodwill of the business symbolized thereby, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications, as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, together with the goodwill of the business symbolized thereby, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or

unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Borrower connected with the use of and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If the Borrower shall obtain rights to any new trademarks, any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, in each case other than with respect to Excluded Property, the provisions of this Agreement shall automatically apply thereto. Without limiting the Borrower's obligations under this Section 4, the Borrower authorizes the Lender to modify this Agreement by amending Schedules A or B to include any new patent or trademark rights other than with respect to Excluded Property. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, the Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Borrower's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the

Lender's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Borrower.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Borrower and the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement, together with the terms of the Credit Agreement, contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts, Facsimiles. This Agreement may be executed in any number of counterparts, and by the Lender, the Borrower on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

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

BORROWER:

NEXT METERS GLOBAL, LLC

By: DocuSigned by: Dell Loy Hansen 1/2/2024
Name: Dell Loy Hansen
Title: Authorized Manager

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: DocuSigned by: Steve Wilson 1/2/2024
Name: Steve Wilson
Title: Senior Commercial Relationship Manager

COPY VIEW

SCHEDULE AIssued U.S. Patents of the Borrower

Title	Country	Application No. & Filing Date	Patent No. & Issue Date
Water Meter Clip	US	US 29/520,240 March 12, 2015	D757,532 May 31, 2016
Bonding Jumper System	US	US 16/436,822 June 10, 2019	US 10,651,572 B1 May 12, 2020
Meter with a bund for mounting accessories	US	US 16/738,642 January 9, 2020	US 11,193,806 B2 December 7, 2021

Pending U.S. Patent Applications of the Borrower

Title	Country	Application No. & Filing Date	Publication No. & Publication Date
Hinge nut for meter coupling valve	US	US 17/75,697 January 14, 2022	US 2022-0325824 A1 October 13, 2022
Battery Powered Meter Coupling Valve	US	US 18/110,824 February 16, 2023	US 2023-0250888 A1 August 10, 2023

SCHEDULE B

U.S. Trademarks of the Borrower

Mark	Serial No./Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Status
WRAP AND STRAP	90049534/7 151281	US	July 13, 2020	Aug. 29, 2023	37: Installation, maintenance, and repair of water, gas, thermal energy, and electric meters and submeters	Registered

Pending U.S. Trademark Applications of the Borrower

NONE

COPY VIEW