

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAGEWATER, LLC		01/05/2024	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	SANDY SPRING BANK		
Street Address:	611 Rockville Pike		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4413953	ONE CALL REPIPE	
Registration Number:	2228654	PLUMBING EXPRESS	
Registration Number:	2644423	SAGEWATER	
Registration Number:	4701402	SAGEWATER RENEW	
CORRESPONDENCE DATA			
Fax Number:	4049626588		
<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:	704-998-4079		
Email:	trademarks@troutman.com		
Correspondent Name:	Brooke Watson		
Address Line 1:	301 South College Street, 34th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	235900.000105		
NAME OF SUBMITTER:	Brooke Watson		
SIGNATURE:	/brw/		
DATE SIGNED:	01/09/2024		
Total Attachments: 4			
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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT (this “IP Security Agreement”) is dated as of January 5, 2024, by and between **SAGEWATER, LLC**, a Virginia limited liability company (the “Debtor”), and **SANDY SPRING BANK**, a Maryland banking corporation (the “Secured Party”).

A. Pursuant to a Loan Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the “Loan Agreement”), among the Debtor, AMAR Acquisition Company, LLC (“AMAR”) and the Secured Party, the Secured Party has agreed to make certain loans and other financial accommodations available to the Debtor and AMAR.

B Pursuant to a Security Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the “Security Agreement”), the Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property to secure the Secured Obligations (as defined in the Security Agreement).

C. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the in the Security Agreement or, if not defined therein, in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the Debtor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, the Debtor hereby grants and pledges to the Secured Party a continuing security interest in, lien on and right of set-off against, all of the Debtor’s right, title and interest in and to the United States trademarks listed on Schedule 1 attached hereto and made a part hereof (the “Intellectual Property Collateral”). The Intellectual Property Collateral shall include, without limitation, all goodwill associated therewith, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. The Debtor authorizes the Commissioner for Trademarks and any other applicable governmental officials to record and register this IP Security Agreement upon request by the Secured Party.

3. This security interest is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Debtor hereby acknowledges and agrees that the rights and remedies of the Secured Party 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. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. This IP Security Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, except as otherwise required by mandatory provisions

of law and except to the extent that remedies provided by the laws of any jurisdiction other than Virginia are governed by the laws of such jurisdiction.

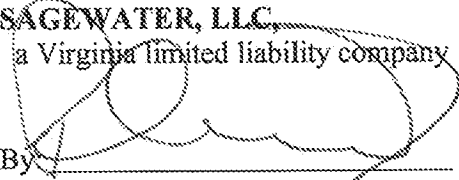
5. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

6. The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Debtor may not assign or otherwise transfer any of its rights or obligations hereunder. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[Signature appears on following page]

IN WITNESS WHEREOF, the Debtor has caused this IP Security Agreement to be duly executed by its duly authorized officer, all as of the date first above written.

SAGEWATER, LLC,
a Virginia limited liability company

By 
Name: Peter M. Page, Jr.
Title: President and Chief Executive Officer

[Signature Page to IP Security Agreement]

SCHEDULE 1

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>U.S. Registration Number</u>
One Call Repipe	4413953
Plumbing Express	2228654
SageWater	2644423
SageWater Renew (and design)	4701402

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