

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI85201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONTROL SYSTEMS INTERNATIONAL, INC.		03/11/2024	Corporation: KANSAS
FMC TECHNOLOGIES MEASUREMENT SOLUTIONS, INC.		03/11/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	STELLUS CAPITAL INVESTMENT CORPORATION, as Collateral Agent		
Street Address:	4400 Post Oak Parkway, Suite 2200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4051631	FUEL FACS+	
Registration Number:	2442482	FUEL-FACS+	
Registration Number:	1499340	VXL	
Registration Number:	1458106	FUEL-FACS	
Registration Number:	6975906	TRUCKEYE	
Registration Number:	4473670	INVALCO	
Registration Number:	3210290	SMITH METER	
Registration Number:	3167867	SENING	
Registration Number:	1286929	ACCULOAD	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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)331-1000		
Email:	pto_tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	John Slaughter		
Address Line 1:	100 North Tryon Street		

OP \$240.00.00 85073120

Address Line 2: 100 North Tryon Street, Suite 4700
Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 036760.000377

NAME OF SUBMITTER: Mary Zaldivar

SIGNATURE: Mary Zaldivar

DATE SIGNED: 03/11/2024

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of March 11, 2024 is made by the persons signatory hereto or hereafter made a party hereto (the “Grantors” and each a “Grantor”), in favor of Stellus Capital Investment Corporation, a Maryland corporation (“Stellus”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 11, 2024, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Titan Meter Bidco Corp., a Delaware corporation (“Borrower”), Titan Meter Midco Corp., a Delaware corporation (“Holdings”), the lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”), and Stellus, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the U.S. Security Pledge Agreement, dated as of March 11, 2024, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “U.S. Security Pledge Agreement”);

WHEREAS, pursuant to the U.S. Security Pledge Agreement, each Grantor granted and pledged to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the U.S. Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the U.S. Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the U.S. Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “Trademark Collateral”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the U.S. Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the U.S. Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The U.S. Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the U.S. Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the U.S. Security Pledge Agreement, the terms of the U.S. Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CONTROL SYSTEMS INTERNATIONAL,
INC.,**

a Kansas corporation,
as a Grantor

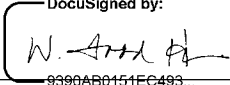
By: *Laura Schilling*
Name: Laura Schilling
Title: President

**FMC TECHNOLOGIES MEASUREMENT
SOLUTIONS, INC.,**

a Delaware corporation,
as a Grantor

By: *Laura Schilling*
Name: Laura Schilling
Title: President

STELLUS CAPITAL INVESTMENT
CORPORATION,
as Collateral Agent

By:  _____
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Name: W. Todd Huskinson
Title: Authorized Signatory

SCHEDULE A

U.S. Trademarks and Applications

Trademark Registrations
Control Systems International, Inc.
(Kansas Corporation)

Mark	Reg. No.	Reg. Date
FUEL FACS+ and Design	4051631	11/08/2011
FUEL-FACS+	2442482	04/10/2001
VXL	1499340	08/09/1988
FUEL-FACS	1458106	09/22/1987

Trademark Registrations
FMC Technologies Measurement Solutions, Inc.
(Delaware Corporation)

Mark	Reg. No.	Reg. Date
TRUCKEYE	6975906	02/07/2023
INVALCO	4473670	01/28/2014
SMITH METER	3210290	02/20/2007
SENING	3167867	11/07/2006
ACCULOAD	1286929	07/24/1984