

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI97210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surface Water Intermediate Holdings, LLC		03/15/2024	Limited Liability Company: DELAWARE
TIGRIS Aquatic Services, LLC		03/15/2024	Limited Liability Company: NEW JERSEY
TIGRIS Aquatic Services, LLC		03/15/2024	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Live Oak Banking Company		
<b>Street Address:</b>	1741 Tiburon Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98188186	TIGRIS	
<b>Serial Number:</b>	98188189	TIGRIS AQUATIC SERVICES	
<b>Registration Number:</b>	6105698	WE WATCH YOUR STORMWATER LIKE A HAWK	
<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>	(919)838-2048		
<b>Email:</b>	anliles@smithlaw.com		
<b>Correspondent Name:</b>	Allison Liles		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	16281.237		
<b>NAME OF SUBMITTER:</b>	Allison Liles		
<b>SIGNATURE:</b>	Allison Liles		

CH \$90.00.00 98-188186

**DATE SIGNED:**

03/15/2024

**Total Attachments: 8**

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page1.tif

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page2.tif

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page3.tif

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page4.tif

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page5.tif

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page6.tif

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page7.tif

source=Live Oak\_Tigris - Intellectual Property Security Agreement (US) - Executed#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of March 15, 2024 by and among SURFACE WATER INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), TIGRIS AQUATIC SERVICES, LLC, a New Jersey limited liability company (f/k/a Black Lagoon Pond Management, LLC) (“**Tigris NJ**”), TIGRIS AQUATIC SERVICES, LLC, a Georgia limited liability company (f/k/a Aquascape, LLC) (“**Tigris GA**” and, together with Holdings and Tigris NJ, individually and collectively, “**Grantor**”), and LIVE OAK BANKING COMPANY, a North Carolina banking corporation, in its capacity as Administrative Agent under the Credit Agreement described below (together with its successors and assigns in such capacity, “**Administrative Agent**”).

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement by and between Administrative Agent, Grantor, the Lenders party thereto from time to time, and the other Persons party thereto from time to time, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of that certain Security Agreement by and between Administrative, Agent, Grantor, and the other Persons party thereto from time to time, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”), Grantor has granted to Administrative Agent, for its benefit and for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security 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 its obligations under the Credit Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to Administrative Agent, for its benefit and for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or

unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks;

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and Security Agreement shall supersede

and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). THE PROVISIONS OF THE CREDIT AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL, VENUE AND NOTICE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

SURFACE WATER INTERMEDIATE  
HOLDINGS, LLC

By: Barrett Biringer  
Name: Barrett Biringer  
Title: Secretary

TIGRIS AQUATIC SERVICES, LLC (f/k/a  
Black Lagoon Pond Management, LLC)

By: Barrett Biringer  
Name: Barrett Biringer  
Title: Authorized Signatory

TIGRIS AQUATIC SERVICES, LLC (f/k/a  
Aquascape, LLC)

By: Barrett Biringer  
Name: Barrett Biringer  
Title: Authorized Signatory

**ADMINISTRATIVE AGENT:**

LIVE OAK BANKING COMPANY

By:  \_\_\_\_\_  
Name: Alex Thompson  
Title: VP – Sponsor Finance

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
Surface Water Intermediate Holdings, LLC	TIGRIS	98188186	9/20/2023
Surface Water Intermediate Holdings, LLC	TIGRIS AQUATIC SERVICES	98188189	9/20/2023
Aquascape	WE WATCH YOUR STORMWATER LIKE A HAWK	6105698	7/21/2020