

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509226

| | | | |
|-----------------------------------|---|--|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SePRO Corporation | | 02/07/2019 | Corporation: INDIANA |
| ReMetrix LLC | | 02/07/2019 | Corporation: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Capital One, National Association | | |
| Street Address: | 800 Delaware Ave, 5th Floor | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 56 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77842694 | REMETRIX | |
| Serial Number: | 88193830 | PDU | |
| Serial Number: | 88193969 | PRESCRIPTION DOSE UNIT | |
| Serial Number: | 88005586 | OBTEGO | |
| Serial Number: | 87904401 | THE STEWARDS OF WATER PRO CERTIFIED SEPR | |
| Serial Number: | 87624197 | STEWARDS OF HORT | |
| Serial Number: | 87435124 | NINJA | |
| Serial Number: | 86906463 | CUPRO | |
| Serial Number: | 86874041 | STEWARDS OF WATER | |
| Serial Number: | 86874324 | THE STEWARDS OF TURF | |
| Serial Number: | 86874342 | STEWARDS OF HORTICULTURE | |
| Serial Number: | 86703594 | SONARONE | |
| Serial Number: | 86686238 | K-POOL | |
| Serial Number: | 86603954 | PROCELLACOR | |
| Serial Number: | 86556127 | SECLEAR G ALGAECIDE AND WATER QUALITY EN | |
| Serial Number: | 86556176 | TIGR | |
| Serial Number: | 86476324 | POND MAPPING CALCULATOR | |
| Serial Number: | 86463969 | SEPRO TOTAL POND - CLEAR | |

CH \$1415.00 77842694

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 86464028 | SEPRO TOTAL POND - EMERGE |
| Serial Number: | 86464019 | SEPRO TOTAL POND - BLUE |
| Serial Number: | 86464044 | SEPRO TOTAL POND - REACT |
| Serial Number: | 86464036 | SEPRO TOTAL POND - PREVENT |
| Serial Number: | 86464090 | SEPRO TOTAL POND - RESCUE |
| Serial Number: | 86464128 | SEPRO TOTAL POND - TOXIC ALGAE TEST |
| Serial Number: | 86464142 | SEPRO TOTAL POND - FISHERIES HEALTH TEST |
| Serial Number: | 86015253 | K-TEA |
| Serial Number: | 85661971 | PREFERAL |
| Serial Number: | 85643290 | SECLEAR ALGAECIDE AND WATER QUALITY ENHA |
| Serial Number: | 85590226 | SEMAPS |
| Serial Number: | 85439988 | BRAKE |
| Serial Number: | 85355037 | SONAR GENESIS |
| Serial Number: | 85355043 | MUSKETEER |
| Serial Number: | 85307993 | FASTEST |
| Serial Number: | 85308040 | GENTEST |
| Serial Number: | 85285372 | EDGELESS |
| Serial Number: | 85218945 | SESCRIPT |
| Serial Number: | 85173660 | LITTORA |
| Serial Number: | 85059144 | NATRIX |
| Serial Number: | 77643046 | SCULPIN |
| Serial Number: | 77461708 | JUNCTION |
| Serial Number: | 77461828 | CAMELOT |
| Serial Number: | 77461841 | KOMEEN |
| Serial Number: | 77317411 | LEGACY |
| Serial Number: | 78900650 | TOPFLOR |
| Serial Number: | 78630092 | GALLEON |
| Serial Number: | 78589332 | SEPRO |
| Serial Number: | 78021263 | EFFECTEST |
| Serial Number: | 76059008 | AVAST! |
| Serial Number: | 75715778 | CAPTAIN |
| Serial Number: | 75715779 | NAUIQUE |
| Serial Number: | 75052152 | PENTATHLON |
| Serial Number: | 74201961 | SPIN OUT |
| Serial Number: | 73331272 | CUTLESS |
| Serial Number: | 73196251 | SONAR |
| Serial Number: | 72408368 | A-REST |
| Serial Number: | 72210544 | PIPRON |

CORRESPONDENCE DATA**Fax Number:** 9495676710*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.***Phone:** 9495676700**Email:** mweddington@orrick.com**Correspondent Name:** Orrick, Herrington & Sutcliffe LLP**Address Line 1:** 2050 Main Street Suite 1100**Address Line 4:** Irvine, CALIFORNIA 92614**ATTORNEY DOCKET NUMBER:** 35421.15**NAME OF SUBMITTER:** Steph Hsu**SIGNATURE:** /Steph Hsu/**DATE SIGNED:** 02/07/2019**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2019, is made by SePRO Corporation, an Indiana corporation with an address at 11550 North Meridian Street, Suite 600, Carmel, IN 46032 and ReMetrix LLC, an Indiana limited liability company with an address at 11550 North Meridian Street, Suite 600, Carmel, IN 46032 (each a "Grantor" and, collectively, the "Grantors"), in favor of Capital One, National Association, a national banking association with an address at 800 Delaware Ave, 5th Floor, Wilmington, DE 198011 ("Capital One"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 7, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among SePRO Parent, Inc., SePRO Corporation, the other Credit Parties, the Lenders, the Swing Lender and the L/C Issuers from time to time party thereto and Capital One, as Administrative Agent and Revolver Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swing Lender, the L/C Issuers, Revolver Agent and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(b) "Trademarks" means all rights, title and interests (and all related IP Ancillary Rights (as defined in the Credit Agreement)) arising under any Requirement of Law (as defined in the Credit Agreement) in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at

stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, throughout the world, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SEPRO CORPORATION,
as Grantor

By: 

Name: Matt Halverson

Title: Vice President and Secretary

REMETRIX LLC,
as Grantor

By: 

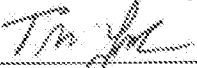
Name: Matt Halverson

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement – SePRO]

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Administrative Agent

By: 
Name: Thomas Lawler
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement -- SePRO]

TRADEMARK
REEL: 006555 FRAME: 0158

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

United States Trademarks

1. Registered U.S. Trademarks and U.S. Trademark Applications

| Mark | Class | App. No. | Reg. No. | Owner Name | Status |
|---|-------|----------|----------|-------------------|------------|
| REMETRIX | 42 | 77842694 | 3790178 | REMETRIX LLC | Registered |
| PDU | 5 | 88193830 | | SEPRO CORPORATION | Pending |
| PRESCRIPTION DOSE UNIT | 5 | 88193969 | | SEPRO CORPORATION | Pending |
| OBTEGO | 5 | 88005586 | | SEPRO CORPORATION | Published |
| THE STEWARDS OF WATER PRO CERTIFIED SEPRO | 5 | 87904401 | | SEPRO CORPORATION | Pending |
| STEWARDS OF HORT | 35 | 87624197 | 5464134 | SEPRO CORPORATION | Registered |
| NINJA | 5 | 87435124 | | SEPRO CORPORATION | Published |
| CUPRO | 5 | 86906463 | 5062703 | SEPRO CORPORATION | Registered |
| STEWARDS OF WATER | 35 | 86874041 | 5174288 | SEPRO CORPORATION | Registered |
| THE STEWARDS OF TURF | 35 | 86874324 | 5172687 | SEPRO CORPORATION | Registered |
| STEWARDS OF HORTICULTURE | 35 | 86874342 | 5612261 | SEPRO CORPORATION | Registered |
| SONARONE | 5 | 86703594 | 4908340 | SEPRO CORPORATION | Registered |
| K-POOL | 5 | 86686238 | 4859897 | SEPRO CORPORATION | Registered |
| PROCELLACOR | 5 | 86603954 | 5481359 | SEPRO CORPORATION | Registered |

| Mark | Class | App. No. | Reg. No. | Owner Name | Status |
|---|-------|----------|----------|----------------------|------------|
| SECLEAR G ALGAECIDE AND WATER QUALITY ENHANCER | 5 | 86556127 | 4790696 | SEPRO CORPORATION | Registered |
| TIGR | 5 | 86556176 | 4902847 | SEPRO CORPORATION | Registered |
| POND MAPPING CALCULATOR | 42 | 86476324 | 4745478 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - CLEAR | 5 | 86463969 | 4890407 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - EMERGE | 5 | 86464028 | 4890408 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - BLUE | 2 | 86464019 | 4909800 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - REACT | 5 | 86464044 | 4890410 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - PREVENT | 5 | 86464036 | 4890409 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - RESCUE | 5 | 86464090 | 4890411 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - TOXIC ALGAE TEST | 1 | 86464128 | 4890412 | SEPRO CORPORATION | Registered |
| SEPRO TOTAL POND - FISHERIES HEALTH TEST | 42 | 86464142 | 4890413 | SEPRO CORPORATION | Registered |
| K-TEA | 5 | 86015253 | 4488334 | SEPRO CORPORATION | Registered |
| PREFERAL | 5 | 85661971 | 4268323 | SEPRO CORPORATION | Registered |
| SECLEAR ALGAECIDE AND WATER QUALITY ENHANCER | 5 | 85643290 | 4295092 | SEPRO CORPORATION | Registered |

| Mark | Class | App. No. | Reg. No. | Owner Name | Status |
|---------------|-------|----------|----------|-------------------|------------|
| SEMAPS | 9 42 | 85590226 | 4225788 | SEPRO CORPORATION | Registered |
| BRAKE | 5 | 85439988 | 4207671 | SEPRO CORPORATION | Registered |
| SONAR GENESIS | 5 | 85355037 | 4354531 | SEPRO CORPORATION | Registered |
| MUSKETEER | 1 | 85355043 | 4207353 | SEPRO CORPORATION | Registered |
| FASTEST | 42 | 85307993 | 4053147 | SEPRO CORPORATION | Registered |
| GENTEST | 42 | 85308040 | 4199495 | SEPRO CORPORATION | Registered |
| EDGELESS | 1 | 85285372 | 4064824 | SEPRO CORPORATION | Registered |
| SESCRIPT | 42 | 85218945 | 4064712 | SEPRO CORPORATION | Registered |
| LITTORA | 5 | 85173660 | 3978071 | SEPRO CORPORATION | Registered |
| NATRIX | 5 | 85059144 | 4068143 | SEPRO CORPORATION | Registered |
| SCULPIN | 5 | 77643046 | 3886953 | SEPRO CORPORATION | Registered |
| JUNCTION | 5 | 77461708 | 3633976 | SEPRO CORPORATION | Registered |
| CAMELOT | 5 | 77461828 | 3633977 | SEPRO CORPORATION | Registered |
| KOMEEN | 5 | 77461841 | 3633978 | SEPRO CORPORATION | Registered |
| LEGACY | 1 | 77317411 | 3506310 | SEPRO CORPORATION | Registered |
| TOPFLOR | 1 | 78900650 | 3251314 | SEPRO CORPORATION | Registered |
| GALLEON | 5 | 78630092 | 3389834 | SEPRO CORPORATION | Registered |

| Mark | Class | App. No. | Reg. No. | Owner Name | Status |
|------------|-------|-----------------|----------------|-------------------|------------|
| SEPRO LOGO | 1 5 | 78589332 | 3214791 | SEPRO CORPORATION | Registered |
| EFFECTEST | 42 | 78021263 | 2606219 | SEPRO CORPORATION | Registered |
| AVAST! | 5 | 76059008 | 2534892 | SEPRO CORPORATION | Registered |
| CAPTAIN | 5 | <u>75715778</u> | <u>2332956</u> | SEPRO CORPORATION | Registered |
| NAUIQUE | 5 | <u>75715779</u> | <u>2329771</u> | SEPRO CORPORATION | Registered |
| PENTATHLON | 5 | <u>75052152</u> | <u>2022188</u> | SEPRO CORPORATION | Registered |
| SPIN OUT | 5 | <u>74201961</u> | <u>1833090</u> | SEPRO CORPORATION | Registered |
| CUTLESS | 1 | <u>73331272</u> | <u>1226384</u> | SEPRO CORPORATION | Registered |
| SONAR | 1 | <u>73196251</u> | <u>1139335</u> | SEPRO CORPORATION | Registered |
| A-REST | 1 | <u>72408368</u> | <u>0956758</u> | SEPRO CORPORATION | Registered |
| PIPRON | 1 | <u>72210544</u> | <u>0798989</u> | SEPRO CORPORATION | Registered |