

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM515678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flow-Cal, Inc.		03/15/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4524756	PYCIT	
Registration Number:	4414441	FLOW-CAL	
Registration Number:	4414439	FLOWCAL	
Registration Number:	4130548	CALCIT FLOW AND QUALITY CALCULATOR	
Registration Number:	3973402	PROVEIT LIQUID METER CALIBRATION	
Registration Number:	3875855	FLOWCAL ENTERPRISE	
Registration Number:	3831103	TESTIT EQUIPMENT CALIBRATION & SCHEDULIN	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3122633600		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	Joshua M. Spencer		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn St., 30th Flr.		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Joshua M. Spencer		
SIGNATURE:	/Joshua M. Spencer/		
DATE SIGNED:	03/23/2019		

OP \$190.00 4524756

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated March 15, 2019, is made by each Person listed on the signature page hereof (the “*Grantors*”) in favor of Cortland Capital Market Services LLC, a Delaware limited liability company (“*Cortland*”) (as successor to Credit Suisse AG, Cayman Islands Branch), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Quarterback Parent, LLC., a Delaware limited liability company (“*Holdings*”), Project Quarterback Merger Sub, Inc., a Delaware corporation (“*Merger Sub*”, and before the consummation of the Merger (as defined in the Credit Agreement), the “*Borrower*”), QBS Parent, Inc., a Delaware corporation (“*QBS*”, and after the consummation of the Merger, the “*Borrower*”), each lender from time to time party hereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Cortland as administrative agent and Collateral Agent, entered into that certain Second Lien Credit Agreement dated as of September 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, (a) that certain First Lien Security Agreement dated as of September 21, 2018, made by the grantors party thereto from time to time to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and (b) that certain Intellectual Property Security Agreement dated as of September 21, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) were executed and delivered by the persons party thereto as a “*Grantor*” (in each case, as defined therein).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Additional Collateral*”):

the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor.

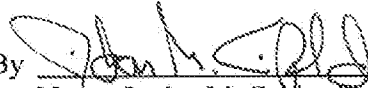
Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**FLOW-CAL, INC.
COASTAL FLOW LIQUID
MEASUREMENT, INC.
COASTAL FLOW GAS MEASUREMENT,
INC.
COASTAL FLOW MEASUREMENT, INC.**

By 
Name: Jordan M. Copland
Title: Chief Financial Officer

SCHEDULE A








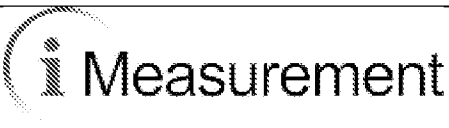
PATENTS

None.

SCHEDULE B

TRADEMARKS

Registered Trademarks:

Mark	Registration No.	Registration date	Application No.	Application Date	Owner Entity
	4,524,756	5/6/2014	86/004,423	7/6/2013	Flow-Cal, Inc.
	4,414,441	10/8/2013	85/864,356	3/1/2013	Flow-Cal, Inc.
FLOWCAL	4,414,439	10/8/2013	85/864,342	3/1/2013	Flow-Cal, Inc.
	4,130,548	4/24/2012	85/233,145	2/3/2011	Flow-Cal, Inc.
	3,973,402	6/7/2011	85/126,182	9/9/2010	Flow-Cal, Inc.
	3,875,855	11/16/2010	77/883,326	12/1/2009	Flow-Cal, Inc.
	3,831,103	8/10/2010	77/890,650	12/10/2009	Flow-Cal, Inc.
	4,134,259	5/1/2012	85/289,581	4/7/2011	Coastal Flow-Liquid Measurement, Inc.
	4,320,405	4/16/2013	85/694,545	8/3/2012	Coast Flow Gas Measurement, Inc.
LACT PRO	4,715,466	4/7/2015	86/363,353	8/11/2014	Coastal Flow Measurement, Inc.

SCHEDULE C**COPYRIGHTS**

Work	Registration No.	Registration Date	Owner Entity
GPA 2172-09	TX0007986759	2014	Flow-Cal, Inc.
AGA-3 1992.	TX0007971959	2014	Flow-Cal, Inc.
AGA-7 2006.	TX0008076848	2014	Flow-Cal, Inc.
AGA-8 1992.	TX0007986735	2014	Flow-Cal, Inc.
CALCit.	TX0007126180	2009	Flow-Cal, Inc.
FLOWCAL ENTERPRISE.	TX0007492715	2009	Flow-Cal, Inc.
IGT B8 1955.	TX0007986762	2014	Flow-Cal, Inc.
PROVEit.	TX0007492709	2009	Flow-Cal, Inc.
PYCit.	TXu001674729	2009	Flow-Cal, Inc.
TESTit.	TX0007492706	2009	Flow-Cal, Inc.
Electronic gas measurement contract	TXu000905345	1999	Coastal Flow Measurement, Inc.
FlowCal TV	TXu000582525	1993	Coastal Flow Measurement, Inc.