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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM567039

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
EXTREL CMS, LLC		03/02/2020	Limited Liability Company: PENNSYLVANIA	

# **RECEIVING PARTY DATA**

Name:	CRYSTAL FINANCIAL LLC, as agent		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1429981	EXTREL
Registration Number:	3426520	

# **CORRESPONDENCE DATA**

**Fax Number:** 6179518736

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:** 6173417729

**Email:** katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	03/11/2020

# **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2020 (this "<u>Agreement</u>"), is made by **EXTREL CMS, LLC**, a Pennsylvania limited liability company (the "<u>Grantor</u>"), in favor of **CRYSTAL FINANCIAL LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "<u>Agent</u>") 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 13, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PROCESS INSIGHTS, INC., a Delaware corporation ("Holdings"), COSA XENTAUR CORPORATION, a Delaware corporation ("COSA"), TIGER OPTICS, LLC, a Pennsylvania limited liability company ("Tiger Optics"), ALPHA OMEGA INSTRUMENTS CORP., a Rhode Island corporation ("Alpha Omega"; and together with COSA, Tiger Optics, and each other Person from time to time that becomes a party thereto are referred to hereinafter each individually as a "Borrower", and collectively, as the "Borrowers"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CRYSTAL FINANCIAL LLC, a Delaware limited liability company, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor and the other Credit Parties are party to that certain Security Agreement dated as of February 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

<u>Section 1. Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantors, hereby mortgages, pledges, and hypothecates to Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks 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 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark 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.

<u>Section 4 Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

<u>Section 5. Counterparts</u>. This 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.

<u>Section 6. Governing Law.</u> This 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.

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IN WITNESS WHEREOF, the 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.

Very truly yours,

**EXTREL CMS, LLC**, a Pennsylvania limited liability company, as Grantor

Name: Neil Hekking

Title: Chief Financial Officer

[Process Insights - Signature Page to Trademark Security Agreement (Extrel CMS, LLC)]

ACCEPTED AND AGREED as of the date first above written:

CRYSTAL FINANCIAL LLC, as Agent

Name: Michael Russell

Title: Director

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark	<u>Owner</u>	Serial #	Filing Date	Registration #	Registration Date	Jurisdiction	<u>Status</u>
Extrel	Extrel CMS, LLC	73594917	April 23, 1986	1429981	February 24, 1987	United States of America	Registered
	Extrel CMS, LLC	77271733	September 9, 2007	3426520	May 13, 2008	United States of America	Registered
Extrel	Extrel CMS, LLC	1492771	June 4, 2014	1487453	October 13, 2014	Mexico	Registered

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**RECORDED: 03/13/2020**