TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ONERAIN INCORPORATED		01/29/2021	Corporation: COLORADO
DAVIS INSTRUMENTS CORPORATION		01/29/2021	Corporation: CALIFORNIA
EARTH NETWORKS, INC.		01/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	KAYNE SENIOR CREDIT IV LOANCO, LLC, as administrative agent and collateral agent
Street Address:	150 N. Riverside Plaza, Suite 2010
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3245380	CONTRAIL
Registration Number:	5221863	STORMLINK
Registration Number:	2612926	DIAD
Registration Number:	3948930	CARCHIP CONNECT
Registration Number:	1200246	DAVIS
Registration Number:	2824966	DAVIS
Registration Number:	1189171	DAVIS INSTRUMENTS
Registration Number:	2399564	DOEL-FIN
Registration Number:	1925194	DRIVERIGHT
Registration Number:	5269323	AEROCONE
Registration Number:	2058272	ENVIROMONITOR
Registration Number:	5172355	ENVIROMONITOR
Registration Number:	4343064	G-BUBBLE
Registration Number:	2014082	GROWEATHER
Registration Number:	2436274	HAPPY TROLLER
Registration Number:	3380222	KEY BUOY

CH $1090.00 3245380

Property Type	Number	Word Mark
Registration Number:	1764121	PERCEPTION II
Registration Number:	4850223	SHOCKLES
Registration Number:	2480643	VANTAGE PRO
Registration Number:	3732036	VANTAGE VUE
Registration Number:	1773906	WEATHER MONITOR II
Registration Number:	3713901	WEATHER WIZARD
Registration Number:	1772257	WEATHERLINK
Registration Number:	5939443	WEATHERLINK
Registration Number:	5990279	VANTAGE CONNECT
Registration Number:	2815684	BRANDWRAP
Registration Number:	4547898	EARTH NETWORKS
Registration Number:	4322294	EARTH NETWORKS
Registration Number:	5308266	EARTH NETWORKS
Registration Number:	4784831	EARTH NETWORKS TOTAL LIGHTNING NETWORK
Registration Number:	4273505	ENCAST
Registration Number:	4743909	PULSERAD
Registration Number:	5298517	SFERIC API
Registration Number:	5326105	SFERIC MAPS
Registration Number:	5836590	SFERIC MOBILE
Registration Number:	5871893	SFERIC PROTECT
Registration Number:	2799186	SPONSOR SELECT
Registration Number:	5255258	STREAMERRT
Registration Number:	4708497	TAKING THE PULSE OF THE PLANET
Registration Number:	4340064	TAKING THE PULSE OF THE PLANET
Registration Number:	3411051	TORNADO JOCKEY
Registration Number:	2890275	YOUR WEATHER JUST GOT BETTER
Serial Number:	88859610	AIRLINK

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	21669917
NAME OF SUBMITTER:	William R. Siegel

SIGNATURE:	/william r siegel/
DATE SIGNED:	01/29/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2021 (this "Agreement"), is made by **ONERAIN INCORPORATED** ("OneRain"), **DAVIS INSTRUMENTS CORPORATION** ("Davis") and **EARTH NETWORKS, INC.** ("Earth Networks") (each a "Grantor" and, collectively, the "Grantors"), in favor of **KAYNE SENIOR CREDIT IV LOANCO, LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **ADVANCED ENVIRONMENTAL MONITORING ACQUISITION, INC.,** a Delaware corporation ("**Holdings**"), **ADVANCED ENVIRONMENTAL MONITORING INTERMEDIATE, INC.**, a Delaware corporation (and together with any Subsidiary designated as a Borrower, are referred to thereinafter each individually as a "Borrower", and individually and collectively, as the "Borrowers"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and **KAYNE SENIOR CREDIT IV LOANCO, LLC**, 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;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Credit Agreement to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of January 29, 2021 (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 Grantors are 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, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Agreement.

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 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, 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

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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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each 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.

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 subject to a security interest hereunder.

Section 5. Counterparts. 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.

Section 6. Governing Law. 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, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS:

ONERAIN INCORPORATED, a Colorado corporation

By: _____
Name: Brian McCafferty
Title: Vice President and Secretary

DAVIS INSTRUMENTS CORPORATION, a California corporation

By: _____
Name: Brian McCafferty
Title: Vice President and Secretary

EARTH NETWORKS, INC., a Delaware corporation

By: _____
Name: Brian McCafferty
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

KAYNE SENIOR CREDIT IV LOANCO, LLC, as Agent

By:_____
Name: Doug Goodwillie
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Loan Party	Name	Jurisdiction	Registration Number	Registration Date
OneRain Incorporated	Contrail	U.S.	3245380	May 22, 2007
OneRain Incorporated	StormLink	U.S.	5221863	June 13, 2017
OneRain Incorporated	DIAD	U.S.	2612926	August 27, 2002
Davis Instruments Corporation	CARCHIP CONNECT®	U.S.	3948930	April 19, 2011
Davis Instruments Corporation	Davis®	U.S.	1200246	July 6, 1982
Davis Instruments Corporation	Davis (stylized) DAVIS	U.S.	2824966	March 23, 2004
Davis Instruments Corporation	Davis Instruments®	U.S.	1189171	February 9, 1982
Davis Instruments Corporation	DOEL-FIN & Design® Doel fin	U.S.	2399564	October 31, 2000
Davis Instruments Corporation	DRIVERIGHT®	U.S.	1925194	October 10, 1995
Davis Instruments Corporation	AeroCone®	U.S.	5269323	August 22, 2017
Davis Instruments Corporation	EnviroMonitor®	U.S.	2058272	April 29, 1997
Davis Instruments Corporation	EnviroMonitor®	U.S.	5172355	March 28, 2017

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Loan Party	Name	Jurisdiction	Registration Number	Registration Date
Davis Instruments Corporation	G-BUBBLE®	U.S.	4343064	May 28, 2013
Davis Instruments Corporation	GroWeather®	U.S.	2014082	November 5, 1996
Davis Instruments Corporation	HAPPY TROLLER®	U.S.	2436274	March 20, 2001
Davis Instruments Corporation	KEY BUOY®	U.S.	3380222	February 12, 2008
Davis Instruments Corporation	PERCEPTION II®	U.S.	1764121	April 13, 1993
Davis Instruments Corporation	SHOCKLES®	U.S.	4850223	November 10, 2015
Davis Instruments Corporation	Vantage Connect ®	U.S.	5990279	February 18, 2020
Davis Instruments Corporation	VANTAGE PRO®	U.S.	2480643	August 21, 2001
Davis Instruments Corporation	VANTAGE VUE®	U.S.	3732036	December 29, 2009
Davis Instruments Corporation	WEATHER MONITOR II®	U.S.	1773906	May 25, 1993
Davis Instruments Corporation	WEATHER WIZARD®	U.S.	3713901	November 24, 2009
Davis Instruments Corporation	WEATHERLINK®	U.S.	1772257	May 18, 1993
Davis Instruments Corporation	WEATHERLINK	U.S.	5939443	December 17, 2019
Davis Instruments Corporation	VANTAGE CONNECT®	U.S.	5990279	February 18, 2020
Earth Networks, Inc.	BRANDWRAP	U.S.	2815684	February 17, 2004
Earth Networks, Inc.	EARTH NETWORKS	U.S.	4547898	June 10, 2014
Earth Networks, Inc.	EARTH NETWORKS	U.S.	4322294	April 16, 2013
Earth Networks, Inc.	EARTH NETWORKS (Stylized)	U.S.	5308266	October 10, 2017

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Loan Party	Name	Jurisdiction	Registration Number	Registration Date
	EARTH NETWORKS			
Earth Networks, Inc.	EARTH NETWORKS TOTAL LIGHTNING NETWORK	U.S.	4784831	August 4, 2015
Earth Networks, Inc.	ENCAST	U.S.	4273505	January 8, 2013
Earth Networks, Inc.	PULSERAD	U.S.	4743909	May 26, 2015
Earth Networks, Inc.	SFERIC API	U.S.	5298517	September 26, 2017
Earth Networks, Inc.	SFERIC MAPS	U.S.	5326105	October 31, 2017
Earth Networks, Inc.	SFERIC MOBILE	U.S.	5836590	August 13, 2019
Earth Networks, Inc.	SFERIC PROTECT	U.S.	5871893	October 1,2019
Earth Networks, Inc.	SPONSOR SELECT	U.S.	2799186	December 23,2003
Earth Networks, Inc.	STREAMERRT	U.S.	5255258	August 1, 2017
Earth Networks, Inc.	TAKING THE PULSE OF THE PLANET	U.S.	4708497	March 24, 2015
Earth Networks, Inc.	TAKING THE PULSE OF THE PLANET	U.S.	4340064	May 21, 2013
Earth Networks, Inc.	TORNADO JOCKEY	U.S.	3411051	April 8, 2008
Earth Networks, Inc.	YOUR WEATHER JUST GOT BETTER	U.S.	2890275	September 28, 2004

2. TRADEMARK APPLICATIONS

Loan Party	Name	Jurisdiction	Application Number	Application Date
Davis Instruments Corporation	AIRLINK	U.S.	88859610	April 3, 2020

RECORDED: 01/29/2021
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