

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELEET MERCHANDISING CORPORATION		02/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WEBSTER BANK		
Street Address:	8401 NORTH CENTRAL EXPRESSWAY		
Internal Address:	SUITE 600		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	74396979	AQUA CHILL	
Serial Number:	74378458	AQUAFLO	
Serial Number:	74378450	AQUAMIX	
Serial Number:	76243191	AUTOWASH	
Serial Number:	75101250	CYBERLUBE	
Serial Number:	76276709	DIGITECH	
Serial Number:	76330159	E-CURE	
Registration Number:	2583629	LITHOCHEK	
Serial Number:	72334462	PRISCO	
Serial Number:	73488297	PRISCO	
Serial Number:	77549063	PRISCODIGITAL	
Serial Number:	74349848	PRISCO ENVIROKLENE	
Serial Number:	74033811	PRISCOLITH	
Serial Number:	74676150	PRISCOTECH	
Serial Number:	86705253	PROCLEAN	
Serial Number:	73488293	PS PRINTERS' SERVICE	
Serial Number:	76249631	QUESTAR	
Serial Number:	76456984	RED MAGIC X	

OP \$540.00 74396979

Property Type	Number	Word Mark
Serial Number:	74475609	SERVICE AND TECHNOLOGY FOR THE GRAPHIC A
Serial Number:	73808626	SERVICE AND TECHNOLOGY FOR THE GRAPHIC A
Serial Number:	76563387	VELOCITY

CORRESPONDENCE DATA

Fax Number: 9733257467

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: 9737364600

Email: scarriker@mblawfirm.com

Correspondent Name: JEFFREY M. ROSENTHAL, ESQ.

Address Line 1: 3 BECKER FARM ROAD

Address Line 2: SUITE 105

Address Line 4: ROSELAND, NEW JERSEY 07068

NAME OF SUBMITTER: JEFFREY M. ROSENTHAL ESQ.

SIGNATURE: /JEFFREY M. ROSENTHAL/

DATE SIGNED: 02/10/2022

Total Attachments: 11

- source=4863-9048-3981 1 Patents Trademarks and Security Agreement (Deleet) (executed)#page1.tif
- source=4863-9048-3981 1 Patents Trademarks and Security Agreement (Deleet) (executed)#page2.tif
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**PATENTS, TRADEMARKS
AND SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND SECURITY AGREEMENT is made as of February 9, 2022, by and between **DELEET MERCHANDISING CORPORATION**, a Delaware corporation (the “Assignor” and “Borrower”), and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association (“Lender” and “Assignee”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to a certain Loan and Security Agreement (as it may be amended, supplemented, replaced or restated from time to time by or for certain other borrowing entities, the “Loan Agreement”) dated the date herewith by and between the Assignor and the Lender, the Lender has agreed to make loans, and may in the future make additional loans and extension of credit (collectively, the “Loans”) to the Borrower; and

WHEREAS, the Assignor owns (a) the United States patents and the applications for United States patents, if any, each as listed on Schedule A hereto (“Patents”), (b) the United States trademark applications and trademarks listed in Schedule B hereto, along with the goodwill of the Assignor to which such trademark applications and trademarks relate (“Trademarks”), and (C) the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark, if any, and listed on Schedule C hereto, along with any goodwill of the Assignor relating to such trademarks (“ITU Marks”); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Lender a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor’s Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all proceeds thereof to secure all obligations of the Assignor to Lender, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Lender a security interest in, all of the Assignor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Patents which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and
- (b) Each of the Trademarks which are presently, or in the future may be, owned by the Assignor, in whole or in part, together with the goodwill associated with each Trademark, as well as all applications for trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, as the case may be.

- 1) Assignor covenants and warrants that, as of the date hereof, to the extent that any Patents and/or Trademarks exist:
 - (a) it is the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;

(b) it is the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

(c) The Assignor agrees, at Lender's request and at the Assignor's sole expense, on a semi-annual basis, to execute such additional agreements with respect to any new Patent and/or Trademark in which the Assignor hereinafter obtains rights or any ITU Mark which becomes registered with the United States Patent and Trademark Office. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent and/or Trademark. The Assignor grants to Lender an absolute power of attorney to sign any document which will be required by the United States Patent and Trademark Office in order to record the security interest in the Patents and Trademarks;

(d) the Patents and Trademarks are, to Assignor's knowledge, subsisting and have not been adjudged invalid or unenforceable;

(e) Each of the Patents and Trademarks is in use and, to Assignor's knowledge, does not infringe the rights of any other person or entity;

(f) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Lender pursuant to this Agreement [and other than any licenses granted by Assignor to third parties with respect to any of the foregoing]¹;

(g) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(h) Assignor has used, and will use its good faith efforts to continue to use for the duration of this Agreement, proper statutory markings in connection with its use of the Patents and Trademarks;

(i) Assignor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks, as applicable;

(j) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor deems advisable, and to the extent applicable;

(k) At its own expense, the Assignor shall make timely payment of all post-registration fees required to maintain in force rights under each Trademark, to the extent that Assignor deems advisable;

(l) Except in the ordinary course of business, the Assignor hereby agrees not to divest itself of any right under any Trademark and/or Patent, which divestiture would have a Material Adverse Effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(m) The Assignor agrees to promptly, upon learning thereof, furnish Lender in writing all pertinent information available to the Assignor with respect to any alleged infringement or other alleged violation of the Assignor's rights in any Trademark and/or Patent, which infringement or

violation could have a Material Adverse Effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement and Loan Documents (as defined in the Loan Agreement). To the extent that the Assignor deems advisable, the Assignor further agrees to prosecute any third parties infringing upon any Trademark and/or Patent to the extent such infringement could have a Material Adverse Effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or Loan Documents.

- 2) Subject to the provisions of the Loan Agreement, Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's facilities (during Assignor's normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents and/or Trademarks, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance herewith.
- 3) Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.
- 4) If, before the Obligations have been satisfied in full:
 - (a) Assignor shall obtain rights to any new Trademark or any new patentable inventions, or become entitled to the benefit of any Patent application or Patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing; and
 - (b) any ITU Mark becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the Assignor or Lender (including, without limitation, the grant of a security interest by Assignor to Lender in any such ITU Mark which becomes registered with the United States Patent and Trademark Office) and Assignor shall give to Lender prompt notice in writing of such ITU Mark becoming registered.
- 5) Assignor authorizes Lender to modify this Agreement by amending Schedules A, B, and C to include any future Patents, Trademarks or ITU Marks covered hereby.
- 6) Solely upon the occurrence of any Event of Default:
 - a) Lender shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Trademarks may be located; and
 - b) Lender may, in addition to any other remedies which may be available to Lender, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents or Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents or Trademarks, all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents or Trademarks shall be given to Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents or Trademarks is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents or Trademarks sold, free from any right or

equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

- 7) At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall automatically terminate and Lender shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to all of the Patents and Trademarks subject to any disposition thereof which may have been made by Lender pursuant hereto and in accordance with the terms hereof.
- 8) Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents or Trademarks in defending or prosecuting any actions or proceedings arising out of or related to the Patents or Trademarks, or in the enforcement by Lender of any of its rights or remedies under this Agreement, the Loan Agreement or any Loan Document shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.
- 9) To the extent that Assignor deems it advisable, Assignor shall have the duty to prosecute diligently any actions for or of the Patents or Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents or Trademarks, including defending against all third party challenges to the validity and/or enforceability of the Patents or Trademarks. Any expenses incurred in connection with the Patents or Trademarks shall be borne by Assignor. The Assignor shall not abandon any Patents or Trademarks other than in the ordinary course of business without the consent of Lender.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents or Trademarks, in which event Lender may, if necessary in the reasonable discretion of the Assignor, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuation of a Default or an Event of Default beyond applicable cure period, if any, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents or Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents or Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.
- 12) If, after receipt of written notice from Lender and having a reasonable opportunity to cure, Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Patents or Trademarks.
- 13) No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement, or under any Loan Document, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege

hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 14) All of Lender's rights and remedies with respect to the Patents or Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Maryland.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN MARYLAND IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND LENDER EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF LENDER. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Loan Documents embody the entire agreement and understanding between the Assignor and Lender, and supersede all prior agreements and understandings, relating to the subject matter hereof and thereof.
- 21) This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR:

ATTEST:

DELEET MERCHANDISING CORPORATION

Name:

Title:

By: 

Name: Bruce Lireff

Title: President

STATE OF _____)

SS:

COUNTY OF _____)

I CERTIFY that on February ____, 2022, _____, personally came before me and stated under oath to my satisfaction that:

- (a) this person is the President of Measurement Incorporated, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
February ____, 2022

ASSIGNEE:

WEBSTER BANK, NATIONAL ASSOCIATION

By: 
Name: Mark J. Long
Title: Managing Director

**SCHEDULE A
(Patents)**

None

**SCHEDULE B
(Trademarks)**

Trademark Title	Country	App #	Date of Application	Reg No.	Date of Registration
Aqua Chill	US	74/396979	5/28/1993	1824324	3/1/1994
Aquaflo	US	74/378458	4/8/1993	1964871	4/2/1996
Aquamix	US	74/378450	4/8/1993	1845343	7/19/1994
Autowash	US	76/243191	4/19/2001	2674058	6/14/2003
Cyberlube	US	75/101250	5/9/1996	2100338	9/23/1997
Digitech	US	76/276709	6/26/2001	2569963	5/14/2002
E-Cure	US	76/330159	10/26/2001	2766215	9/23/2003
Enviroklene	CA	677141	2/26/1991	408732	2/26/1993
Lithochek	US	76/1571196	10/31/2000	2583629	6/18/2002
Printers' Service	BRAZIL	830011641	9/30/2008	830011641	5/21/2013
Printers' Service	BRAZIL	830011650	9/30/2008	830011650	2/2/2011
Prisco	US	72/334462	8/5/1969	916016	7/6/1971
Prisco	CANADA	538579	3/21/1995	311766	2/28/1986
Prisco	UK	1553190	11/10/1993	1553190	6/23/1995
Prisco	UK	1553191	11/10/1993	1553191	6/23/1995
Prisco	TURKEY	2012/66905	7/27/2012	2012/66905	9/4/2013
Prisco (stylized)	US	73/488297	7/3/1984	1331504	4/23/1985
Prisco (stylized)	AUSTRALIA	633878	7/1/1994	633878	7/1/1994
Prisco (stylized)	MEXICO	216306	10/25/1994	502835	10/25/1994
Prisco (stylized)	MEXICO	216305	10/25/1994	484020	10/25/1994
Prisco (stylized)	CANADA	538580	3/21/1985	311767	2/28/1986
Prisco (stylized)	MEXICO	216307	10/25/1994	545161	10/25/1994
Prisco (stylized)	BRAZIL	830011757	9/30/2008	830011757	3/5/2013
Prisco (stylized)	BRAZIL	830011749	9/30/2008	830011749	3/5/2013
Prisco (stylized)	BRAZIL	830011579	9/30/2008	830011579	3/5/2013
Prisco Digital (stylized)	US	77/549063	8/18/2008	4146945	5/22/2012
Prisco Enviroklene	US	74/349848	1/15/1993	1829779	4/5/1994
Priscolith	AUSTRALIA	633643	6/28/1994	633643	6/28/1994
Priscolith	CANADA	665143	8/24/1990	415123	8/6/1993
Priscolith	MEXICO	206785	7/28/1994	485152	3/6/1995
Priscolith	US	74/033811	3/1/1990	1650112	7/9/1991
Priscotech	US	74/676150	5/18/1995	2175915	7/28/1998
Proclean	US	86/705253	7/27/2015	5060636	10/11/2016
PS Printers' Service and Design	MEXICO	216310	10/25/1994	482813	10/25/1994
PS Printers' Service and Design	MEXICO	216308	10/25/1994	508806	10/25/1994

PS Printers' Service and Design	UK	B1553310	11/10/1993	B1553310	8/31/1995
PS Printers' Service and Design	UK	B1553309	11/10/1993	B1553309	8/16/1995
PS Printers' Service and Design	CANADA	541922	5/14/1985	TMA325242	3/30/2002
PS Printers' Service and Design	US	73/488293	7/3/1984	1331503	4/23/1985
PS Printers' Service and Design	AUSTRALIA	633881	7/1/1994	633881	7/1/1994
PS Printers' Service and Design	MEXICO	216309	10/25/1994	502836	10/25/1994
PS Printers' Service and Design	MEXICO	216311	10/25/1994	502837	10/25/1994
Questar	US	76/249631	5/1/2001	2790182	12/9/2003
Red Magic	CANADA	512955	11/29/1983	TMA293918	8/10/1999
Red Magic X	US	76/456984	10/7/2002	2740244	7/22/2003
Service & Technology for the Graphic Arts	US	74/475609	12/30/1993	1878374	2/14/1995
Service & Technology for the Graphic Arts	CANADA	780406	4/13/1995	471340	2/20/1997
Service & Technology for the Graphic Arts (supplemental)	US	73/808626	6/22/1989	1605161	7/3/1990
Velocity	US	76/563387	12/3/2003	2986917	8/23/2005

**SCHEDULE C
(ITU Marks)**

None