

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Controls & Measurements Corp.		04/29/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Ironwood Capital Partners V LP		
Street Address:	45 Nod Road, Suite 2		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001-3819		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2259858	SIMPLECOMFORT	
Registration Number:	2767125	SIMPLESET	
Registration Number:	2876747	ICM CONTROLS	
Registration Number:	3244955	ICM	
Registration Number:	3378047	RAPID START	
Registration Number:	3744164	ICM CONTROLS	
Registration Number:	3746314	ICM CONTROLS	
Registration Number:	4695131	I3	
Registration Number:	4681996	I3	
Serial Number:	97164201	RVAC	
Serial Number:	97164240	RVAC	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	16172390567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla A. Hines		
Address Line 1:	LOCKE LORD LLP, 111 Huntington Ave.		

CH \$290.00 2259858

Address Line 4:

Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:

1568615.00040

NAME OF SUBMITTER:

Carla A. Hines

SIGNATURE:

/s/ Carla A. Hines

DATE SIGNED:

04/29/2022

Total Attachments: 23

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIENS AND SECURITY INTERESTS HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY THE PURCHASERS AND AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG THE BORROWERS (AS DEFINED HEREIN), KEYBANK NATIONAL ASSOCIATION AS SENIOR AGENT, IRONWOOD CAPITAL PARTNERS V LP AND THE OTHER CREDITORS FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SENIOR SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Senior Subordinated Intellectual Property Security Agreement (as it may be amended, restated or otherwise modified from time to time, this “**Agreement**”), is executed and delivered as of this 29th day of April, 2022, by INTERNATIONAL CONTROLS & MEASUREMENTS CORP., a New York corporation (together with its successors and assigns, “**Pledgor**”), to IRONWOOD CAPITAL PARTNERS V LP (together with its successors and assigns in its capacity as agent, “**Agent**”), as agent for the purchasers which are now or which hereafter become a party to the Note Purchase Agreement, as hereinafter defined (collectively, “**Purchasers**”).

RECITALS:

Pledgor, LORRAINE ICM HOLDINGS, INC., a Delaware corporation, ICM CONTROLS CORP., a Delaware corporation, each other party which may be added as a borrower to the Note Purchase Agreement (collectively, the “**Borrowers**” and each individually a “**Borrower**”), LORRAINE ICM HOLDCO LLC, a Delaware limited liability company, certain other Note Parties (as defined in the Note Purchase Agreement) which from time to time become party to the Note Purchase Agreement, Agent and Purchasers are entering into that certain Senior Subordinated Note Purchase Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the “**Note Purchase Agreement**”). Pledgor desires that Purchasers grant to Borrowers the financial accommodations as described in the Note Purchase Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Purchasers purchase from Borrowers the Notes (as defined in the Note Purchase Agreement), and that Purchasers grant other financial accommodations provided for in the Note Purchase Agreement.

Pledgor understands that Agent and Purchasers are willing to enter into the Note Purchase Agreement and to purchase from Borrowers the Notes and grant such financial accommodations only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of the Secured Creditors, a security interest in, and a collateral assignment of, the IP Collateral, as hereinafter defined, and this Agreement is being executed and delivered

in consideration of Agent and Purchasers entering into the Note Purchase Agreement, purchasing from Borrowers the Notes and granting such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

“**Assignment**” shall mean an Assignment in the form of Exhibit A hereto.

“**Debt**” shall mean the Secured Debt, as such term is defined in the Note Purchase Agreement.

“**Honeywell Litigation**” shall mean that certain litigation in the U.S. District Court, Northern District of New York, titled ICM Controls Corp., et al v. Honeywell International, Inc., Case No.: I5:12-CV-1766, related to certain patent infringement claims made by ICM Controls Corp.

“**IP Collateral**” shall mean, collectively, all of Pledgor’s existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor’s business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing. Notwithstanding the foregoing, for the purposes of this Agreement IP Collateral shall not include any proceeds generated by virtue of the Honeywell Litigation.

“**Licenses**” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“**Patents**” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and including those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“**Obligor**” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) any Borrower, (b) any Guarantor and (c) any signatory to a Related Writing.

“**PTO**” shall mean the United States Patent and Trademark Office.

“**Trademarks**” shall mean any trademark, trademark registration, trade name and trademark application, service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Note Purchase Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for its benefit and for the ratable benefit of each Secured Creditor, a security interest in all of the IP Collateral, including (without limitation) all of Pledgor’s future IP Collateral, irrespective of any lack of knowledge by Agent or Secured Creditors of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Agent, in the case of the IP Collateral pledged pursuant to this Agreement as of the date hereof, and in the case of IP Collateral pledged pursuant to this Agreement after the date hereof, as of the date of such pledge, as follows:

(a) Pledgor owns all of the IP Collateral, whether the same are registered or unregistered and no such IP Collateral has been adjudged invalid or unenforceable, and each License is a valid and binding obligation of Pledgor and, to the knowledge of Pledgor, the other parties thereto;

(b) Pledgor has no written knowledge of any claim that the use of any of the IP Collateral violates the rights of any Person;

(c) except for Permitted Liens and for licenses granted by Pledgor as licensor listed on Schedule 5.9 of the Note Purchase Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the IP Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the IP Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the IP Collateral;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B and Schedule C attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that Pledgor now owns

or uses in connection with its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third-party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A and Schedule C attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Pledgor now owns. Pledgor represents and warrants that it owns or is licensed to use or practice under all Patent registrations and applications that it owns, uses or practices under, and that it owns all of the Patent registrations and applications listed on Schedule A. Pledgor further warrants that it is not aware of any third-party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any patent.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the IP Collateral other than as permitted with Agent's prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Agent and Secured Creditors and their respective employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Note Purchase Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the IP Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with the PTO. The provisions of this paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Agent described therein.

(b) If an Event of Default shall occur and be continuing, in addition to Agent's rights to elect to make the Assignment effective as provided for in paragraph (a) above, Pledgor irrevocably authorizes and empowers Agent, on behalf of Secured Creditors, to terminate Pledgor's use of the IP Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the IP Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the IP Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt in accordance with the terms of the Note Purchase Agreement. Notice of any sale or other disposition of the IP Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the IP Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Secured Creditor may, to the extent permissible under applicable law, purchase the whole or any part of the IP Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been indefeasibly paid in full, the commitments of Purchasers under the Note Purchase Agreement terminated, and the Note Purchase Agreement terminated, this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the IP Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25, 26 and 27 shall survive any termination of this Agreement.

9. Maintaining IP Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the IP Collateral. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and Secured Creditors in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits 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, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the IP Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the IP Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid after demand, shall be added to the principal amount of the Debt and secured by the IP Collateral (and all other "Collateral" as defined in the Note Purchase Agreement).

10. Pledgor's Obligations to Prosecute. Except in the event that Pledgor reasonably determines in its business judgment not to prosecute or maintain any IP Collateral or as agreed upon with the Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until

the Debt shall have been indefeasibly paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the IP Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Agent in connection with the IP Collateral shall be borne by Pledgor. Pledgor shall not abandon any IP Collateral without the prior written consent of Agent.

11. Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the IP Collateral. Agent and Secured Creditors shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Secured Creditors for all damages, and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Secured Creditors elect to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of Secured Creditors, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent to use the IP Collateral, or to grant or issue any exclusive or nonexclusive license under the IP Collateral to any third party, or reasonably necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral, together with associated goodwill to a third party or parties, including the power to execute in the name of Pledgor and deliver to the PTO for recording instruments of assignment and/or transfer for all or any part of the IP Collateral naming as assignee or transferee either Agent or any party that may purchase all or any part of the IP Collateral at any public or private sale conducted by Agent as a secured creditor. Pledgor 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 life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Secured Creditors, may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the IP Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the IP Collateral as evidenced by this Agreement.

15. New IP Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new IP Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof as required in the Note Purchase Agreement.

16. Modification for New IP Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future IP Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Agent and Secured Creditors, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Secured Creditors, any right, power or privilege hereunder or under any of the Related Writings 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.

18. Remedies Cumulative. All of the rights and remedies of Agent and Secured Creditors with respect to the IP Collateral, whether established hereby or by the Related Writings, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. 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.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of Secured Creditors. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Note Purchase Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Agent as the case may be, in accordance with the terms of Section 10.4 of the Note Purchase Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent

jurisdiction in the State of New York, United States of America, and by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at its address set forth in the signature pages of the Note Purchase Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Borrowing Agent which Pledgor irrevocably appoints as Pledgor's agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Secured Creditor to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Notwithstanding anything to the contrary contained in the foregoing, any judicial proceeding by Pledgor against Agent or any Secured Creditor involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the State of New York.

24. Indemnity: Administration and Enforcement. Pledgor will reimburse each Secured Creditor, on that Secured Creditor's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) reasonably incurred by that Secured Creditor or Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, on the terms provided in the Note Purchase Agreement.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been indefeasibly paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Secured Creditors, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Secured Creditor of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Secured Creditor to grant any other credit to any Obligor even if Agent or such Secured Creditor thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Agent or any Secured Creditor of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Note Purchase Agreement or any Related Writing, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Note Purchase Agreement), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of the Debt, (ii) any renewal or extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to Pledgor or other Note Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Borrowers and the other Note Parties under the Note Purchase Agreement and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Note Purchase Agreement,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the liability of any Obligor for the Debt), whether or not Agent or any Secured Creditor receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Secured Creditor to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Secured Creditor in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of IP Collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Related Writing.

26. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Secured Creditor, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been

indefeasibly paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

[The remainder of this page is intentionally left blank.]

27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, SECURED CREDITORS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY SECURED CREDITOR TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND SECURED CREDITORS, OR ANY OF THEM.

PLEDGOR:

INTERNATIONAL CONTROLS &
MEASUREMENTS CORP.

By: 

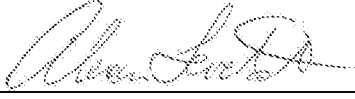
Name: C. Anthony Rider

Title: Treasurer

AGENT:

IRONWOOD CAPITAL PARTNERS V LP

By: Ironwood Capital Management V LLC
Its: General Partner

By: _____

Name: Alex Levental

Title: Managing Member

SCHEDULE A

Patents

Patents:

Serial No. Filing Date	Reg. No Reg. Date	Owner	Title	Expires
63267244 1/28/2022		Unable to verify	INTEGRATED TEST FIXTURE	1/28/2023 (Provisional application)
5889645 3/30/1999	5889645 4/14/1997	International Controls and Measurements Corp.	ENERGY PRESERVATION AND TRANSFER MECHANISM	Expired Involved in Honeywell litigation
10/091190 3/6/2002	6710573 3/23/2004	International Controls and Measurements Corporation	METHOD OF CONTROLLING PULSED AC POWER	5/17/2022
10/091195 3/6/2002	6753670 6/22/2004	International Controls and Measurements Corporation	UNIVERSAL ENERGY REGULATING CONTROLLER CIRCUIT	8/6/2022
11/019880 12/22/2004	7212090 5/1/2007	International Controls and Measurements Corp.	RELAY WITH CORE CONDUCTOR AND CURRENT SENSING	8/5/2025
11/408291 4/22/2006	7575179 8/18/2009	International Controls and Measurements Corp.	RECONFIGURABLE PROGRAMMABLE THERMOSTAT	3/29/2027
12/047721 3/13/2008	7804270 9/28/2010	International Controls and Measurements Corp.	MOTOR START CIRCUIT WITH CAPACITIVE DISCHARGE PROTECTION	4/16/2029
13/037807 3/1/2011	8093858 1/10/2012	International Controls and	AC LINE VOLTAGE CONDITIONER AND CONTROLLER	3/1/2031

Serial No. Filing Date	Reg. No Reg. Date	Owner	Title	Expires
		Measurements Corp.		
12/623735 11/23/2009	8261445 9/11/2012	International Controls and Measurements Corp.	ALUMINUM TUBE - ALUMINUM FIN BASEBOARD RADIATOR	1/13/2031
13/622466 9/19/2012	8502627 8/6/2013	International Controls and Measurements Corp.	RELAY WITH STAIR-STRUCTURED POLE FACES	9/19/2032
13/557556 7/25/2012	9008846 4/14/2015	International Controls and Measurements Corp.	Lock-setting Thermostat with Flash-memory Key	8/13/2033
14/097978 12/5/2013	9500366 11/22/2016	International Controls and Measurements Corp.	Furnace Control with Safety Circuit and Non-volatile Memory	7/23/2035
14/307628 6/18/2014	9501050 11/22/2016	International Controls and Measurements Corp.	DC Thermostat with Low Battery Response	6/30/2035
14/686189 4/14/2015	9734771 8/15/2017	International Controls and Measurements Corp.	TOUCH-SENSITIVE FLAT-PANEL CONTROL AND INTERFACE	9/16/2035
14/307650 6/18/2014	9891602 2/13/2018	International Controls and Measurements Corp.	DC Thermostat with Latching Relay Repulsing	9/4/2036
15/338659 10/31/2016	10267532 4/23/2019	International Controls and Measurements Corp.	Thermostat with Power Stealing	7/13/2037

Serial No. Filing Date	Reg. No Reg. Date	Owner	Title	Expires
29/510587 12/1/2014	D737155 8/25/2015	International Controls and Measurements Corp.		8/25/2029
103142632 12/8/2014	I 629637 (TW) 7/11/2018	Parent	CONTROLLER WITH DYNAMICALLY INDICATED INPUT DEVICES	12/7/2034 Family of US 9,465,407
0505625-0 12/21/2005	PI 0505625-0 (BR) 7/11/2017	Parent	RELAY WITH CORE CONDUCTOR AND CURRENT SENSING	7/11/2027 Family of US 7,212,090
05257933. 12/21/2005	1,675,147 (EP) 8/15/2007	Parent	RELAY WITH CORE CONDUCTOR AND CURRENT SENSING	12/21/2025 Family of US 7,212,090
06110688.0 9/26/2006	1,088,711 (HK) 1/25/2008	Parent	RELAY WITH CORE CONDUCTOR AND CURRENT SENSING	12/21/2025 Family of US 7,212,090
2,647,983 4/19/2007	2,647,983 (CA) 5/29/2012	Parent	RECONFIGURABLE PROGRAMMABLE THERMOSTAT	4/19/2027 Family of US 7,575,179
MX/a/2008/01 3099 4/19/2007	298,428 (MX) 4/20/2012	Parent	RECONFIGURABLE PROGRAMMABLE THERMOSTAT	4/19/2027 Family of US 7,575,179
10-2012- 0044285 2/28/2012	10-2012- 0044285 (BR) 4/20/2021	Parent	AC LINE VOLTAGE CONDITIONER AND CONTROLLER	2/28/2032 Family of US 8,093,858
12-2020- 0115670 2/28/2012	122020011567 (BR2) 1/26/2021	Parent	AC LINE VOLTAGE CONDITIONER AND CONTROLLER	2/28/2032 Family of US 8,093,858
12154686.5 2/9/2012	2495857 (EP) 1/15/2020	Parent	AC LINE VOLTAGE CONDITIONER AND CONTROLLER	Voluntary abandonment effective 8/28/2022 Family of US 8,093,858

Serial No. Filing Date	Reg. No Reg. Date	Owner	Title	Expires
2012-040895 2/28/2012	6,080,366 (JP) 1/27/2017	Parent	AC LINE VOLTAGE CONDITIONER AND CONTROLLER	2/28/2032 Family of US 8,093,858
0011568-1 6/13/2000	PI 0011568-1 (BR) 5/15/2018	Parent	TIME RATE OF CHANGE MOTOR START CIRCUIT	5/15/2028 Family of US 6,320,348

SCHEDULE B**Trademarks**

Mark	Owner	Serial No. Filing Date	Reg. No Reg. Date	Status and Comments
SIMPLECOMFORT	International Controls and Measurements Corporation DBA ICM Controls	75291761 5/14/1997	2259858 7/6/1999	Live USA
SIMPLESET	International Controls and Measurements Corporation	75902355 1/24/2000	2767125 9/23/2003	Live USA
ICM CONTROLS [design]	International Controls and Measurements Corporation DBA ICM Corporation and ICM Controls	76540970 8/29/2003	2876747 8/24/2004	Live USA
ICM	International Controls and Measurements Corporation DBA ICM Controls	78937550 7/26/2006	3244955 5/22/2007	Live USA
RAPID START	International Controls and Measurements Corporation DBA ICM Controls	77197506 6/5/2007	3378047 2/5/2008	Live USA
ICM CONTROLS [design]	International Controls and Measurements Corporation DBA ICM	77751800 6/4/2009	3744164 2/2/2010	Live USA

Mark	Owner	Serial No. Filing Date	Reg. No Reg. Date	Status and Comments
	Corporation and ICM Controls			
ICM CONTROLS [design]	International Controls and Measurements Corporation DBA ICM Corporation and ICM Controls	77752754 6/5/2009	3746314 2/9/2010	Live USA
I3 [design]	International Controls and Measurements Corp. AKA ICM Controls	86323934 6/30/2014	4695131 3/3/2015	Live USA
I3 [design]	International Controls and Measurements Corp. AKA ICM Controls	86326527 7/2/2014	4681996 2/3/2015	Live USA
RVAC	International Controls and Measurements Corporation DBA ICM Corporation and ICM Controls	97164201 12/9/2021	N/A	Pending USA
RVAC [design]	International Controls and Measurements Corporation DBA ICM Corporation and ICM Controls	97164240 12/9/2021	N/A	Pending USA
ICM CONTROLS [design]	International Controls and	2/19/2004	827290 2/19/2004	Madrid Protocol

Mark	Owner	Serial No. Filing Date	Reg. No Reg. Date	Status and Comments
	Measurements Corporation			AT, AU, BX, CH, CN, CZ, DE, DK, ES, FI, FR, GB, GR, IE, IT, JP, KR, NO, PL, PT
ICM CONTROLS [design]	Parent	175091 11/13/2006	175091 5/10/2005	Egypt
ICM CONTROLS [design]	Parent	80402 2/21/2006	80402 6/6/2005	Jordan Expired per TMView
ICM CONTROLS [design]	Parent	61806 9/30/2006	70409 5/11/2005	Kuwait
ICM CONTROLS [design]	Parent	142603144 6/14/2005	142603144 6/14/2005	Saudi Arabia
ICM CONTROLS [design]	Parent	69583 3/19/2006	69583 5/10/2005	UAE
ICM CONTROLS [design]	International Controls and Measurements Corporation DBA ICM Corporation and ICM Controls	1207497 2/25/2004	TMA 645927 8/17/2005	Canada
I3 [design]	International Controls and Measurements Corporation, also doing business as ICM Controls	1709034 12/29/2014	TMA 988249 1/11/2018	Canada
I3 [design]	International Controls and Measurements Corporation, also doing	1709035 12/29/2014	TMA 999391 6/20/2018	Canada

Mark	Owner	Serial No. Filing Date	Reg. No Reg. Date	Status and Comments
	business as ICM Controls			

SCHEDULE C

Licenses

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE SENIOR SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF APRIL 29, 2022 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY INTERNATIONAL CONTROLS & MEASUREMENTS CORP., A NEW YORK CORPORATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF IRONWOOD CAPITAL PARTNERS V LP, AS AGENT FOR THE PURCHASERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE IP COLLATERAL (AS DEFINED IN THE AGREEMENT) ON BEHALF OF AND FOR THE BENEFIT OF THE SECURED CREDITORS (AS DEFINED IN THE AGREEMENT) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

IRONWOOD CAPITAL PARTNERS V LP

By: Ironwood Capital Management V LLC
Its: General Partner

By: _____
Name: Alex Levental
Title: Managing Member
Date: _____

ASSIGNMENT

WHEREAS, INTERNATIONAL CONTROLS & MEASUREMENTS CORP., a New York corporation (together with its successors and assigns, “**Pledgor**”), is the owner of the IP Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed a Senior Subordinated Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the “**Agreement**”), in favor of IRONWOOD CAPITAL PARTNERS V LP, as Agent for the Purchasers, as defined in the Agreement (“**Agent**”), pursuant to which Pledgor has granted to Agent, for the benefit of the Secured Creditors, a security interest in the IP Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the IP Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Agent, its successors, transferees and assigns, all of its existing and future IP Collateral (as defined in the Agreement), including, but not limited to, the IP Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent has elected to take actual title to the IP Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on April 29, 2022.

INTERNATIONAL CONTROLS &
MEASUREMENTS CORP.

By: _____
Name: _____
Title: _____