

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kupferle, LLC		01/23/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Carrollton Bank
Street Address:	7911 Forsyth Blvd
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0610552	ECLIPSE
Registration Number:	0610247	ECLIPSE
Registration Number:	0610911	TOTAL ECLIPSE

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: 314-854-8612
Email: jml@carmodymacdonald.com
Correspondent Name: Julia Lang
Address Line 1: 120 S Central Ave Ste 1800
Address Line 4: St. Louis, MISSOURI 63105

NAME OF SUBMITTER:	Lang, Julia M
SIGNATURE:	/Julia Lang/
DATE SIGNED:	02/13/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") dated as of January 23, 2023, is made and entered into by **KUPFERLE, LLC**, a Delaware limited liability company ("**Kupferle**"), **KUPFERLE-C, LLC**, a Delaware limited liability company ("**Kupferle-C**"), **KUPFERLE HOLDINGS, LLC**, a Delaware limited liability company ("**Holdings**"), and together with Kupferle and Kupferle-C, each individually and collectively, jointly and severally, the "**Borrower**", in favor of **CARROLLTON BANK**, an Illinois state-chartered bank, its successors and assigns (the "**Lender**").

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between the Borrower and the Lender (together with all amendments, modifications, restatements and renewals thereof, the "**Loan Agreement**"), the Lender has agreed to make certain loans to the Borrower in a principal amount up to [REDACTED] (collectively, the "**Loans**"), upon the terms and conditions contained in the Loan Agreement. All capitalized terms not otherwise defined in this Agreement shall have the same meanings ascribed to such terms in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, as a condition precedent to Lender making the Loans to Borrower, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower as collateral for the Loans, and has agreed to execute and deliver this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

AGREEMENT

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security**. To secure the property performance, observation and payment in full of the Loans and all other obligations of Borrower to Lender, Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "**IP Collateral**"):

(a) all patents, patent applications, and patent licenses of Borrower, including, without limitation, each patent, patent application and patent license referred to in Schedule 1 annexed hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations, applications and licenses of Borrower, including, without limitation, each trademark, trademark application and license referred to in Schedule 2 annexed hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all reissues, continuations, extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations, applications, and licenses of Borrower, including, without limitation, each copyright registration, application and license referred to in Schedule 3 annexed hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all reissues, continuations, extensions and renewals thereof (the "**Copyrights**");

- (d) all service marks, trade names, trade styles, service mark applications;
- (e) all licenses and rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Filing and Recordation.** Borrower shall, at Borrower's expense, promptly perform all acts and execute all documents reasonably requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the IP Collateral granted hereunder or to otherwise further the provisions of this Agreement and/or the Loan Agreement. Borrower hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the IP Collateral. Borrower further authorizes Lender to record and register this Agreement with the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and/or any other government officials to grant, assign, record and perfect Lender's security interest in the IP Collateral.

3. **Schedules of Patents, Trademarks and Copyrights.** From time to time, upon Lender's request and as required by the Loan Agreement, Borrower shall provide updated Schedules to be annexed hereto showing true, accurate and complete accountings of all Patents, Trademarks and Copyrights of Borrower. Such accounting shall include, without limitation, patent applications, trademark applications and copyright application, and such additional information as Borrower may require in connection therewith.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Borrower with respect to the IP Collateral are as provided by the Loan Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).


Signature(s) appear on the following page.

COUNTERPART SIGNATURE PAGE
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, Borrower has executed and delivered this Agreement as of the day and year first above written.

BORROWER:


KUPFERLE, LLC

By: 
Name: Timothy Buening
Title: Manager

KUPFERLE-C, LLC

By: 
Name: Timothy Buening
Title: Manager

KUPFERLE HOLDINGS, LLC

By: 
Name: Timothy Buening
Title: Manager

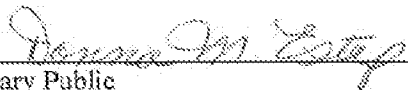
STATE OF Missouri
COUNTY OF St. Louis

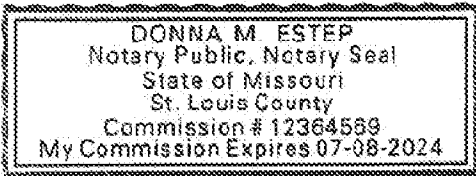
)
) ss:
)

On this, the 11 day of January, 2023, before me, a Notary Public, the undersigned officer, personally appeared Timothy Buening, a Manager, of KUPFERLE, LLC, a Delaware limited liability company, KUPFERLE-C, LLC, a Delaware limited liability company, and KUPFERLE HOLDINGS, LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument on behalf of said limited liability companies, and acknowledged that such person executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:
07/08/2024


Notary Public



Intellectual Property Security Agreement
Signature Page

TRADEMARK
REEL: 007968 FRAME: 0172

COUNTERPART SIGNATURE PAGE
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, Lender has executed and delivered this Agreement as of the day and year first above written.

LENDER:

CARROLLTON BANK,
an Illinois state-chartered bank

By: [Signature]
Name: Chris Dickey
Title: Senior Vice President

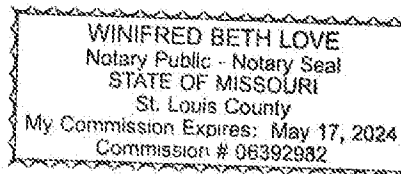
STATE OF Missouri)
) ss:
COUNTY OF St. Louis)

On this, the 9 day of January 2023, before me, a Notary Public, the undersigned officer, personally appeared Chris Dickey, Senior Vice President of Carrollton Bank, an Illinois state-chartered bank, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument on behalf of said bank, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:
May 17, 2024

[Signature]
Notary Public



SCHEDULE 1

Patent Collateral

Title	Patent No.	Territory
Flushing Attachment for Hydrant	2,439,772	CA
Flushing Attachment for Hydrant	6,820,635	US
Flushing Attachment for Hydrant	6,948,512	US
Quick-disconnect Water Main Flusher	2,559,973	CA
Quick-disconnect Water Main Flusher	8,733,390	US
Self-heating Freezeproof Hydrant	2015267100	AU
Self-heating Freezerproof Hydrant	2,946,439	CA
Self-heating Freezerproof Hydrant	10,041,232	US
95WM PVC Body Meter Resetter	9,927,277	US
Meter Resetter Mounted Pressure Sensor	Pending	US
Rod-mounted Pressure Sensor	Pending	US
Freeze-proof Sampling Station	Unfiled	
Reconfigurable Water Flushing and Sampling Device	8,783,282	US
Self-Maintaining Automatic Flushing Valve with Internal Freeze Protection	2946439	CA

SCHEDULE 2

Trademark Collateral

Description	Registration No.
Eclipse (stylized)	610,552
Eclipse	610,247
Total Eclipse	610,911

SCHEDULE 3

Copyright Collateral

“None” if none are listed.