

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM829942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MachineMetrics, Inc.		08/04/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Level Structured Capital II, L.P.		
<b>Street Address:</b>	140 East 45th Street		
<b>Internal Address:</b>	42nd Floor		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5853611	MACHINOMETRICS	
<b>Registration Number:</b>	5369174	MANUFACTURE WITH CONFIDENCE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Jade.Tanks@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Matthew T. Callahan		
<b>SIGNATURE:</b>	/Matthew T. Callahan/		
<b>DATE SIGNED:</b>	08/07/2023		
<b>Total Attachments: 7</b>			
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

MachineMetrics, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/04/23

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Level Structured Capital II, L.P.

Street Address: 140 East 45th Street, 42nd Floor

City: New York

State: NY

Country: USA Zip: 10017

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship Delaware
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: mcallahan@otterbourg.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_ /s/Matthew T. Callahan

08/04/23

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of August 4, 2023, by MACHINEMETRICS, INC., a Delaware corporation (“Grantor”), is made in favor of LEVEL STRUCTURED CAPITAL II, L.P., a Delaware limited partnership (together with its successors and assigns, “Lender”):

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, pursuant to that certain Loan Agreement, Grantor has (i) granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and (ii) agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, and the respective terms and provisions thereof are hereby incorporated in their entirety by this reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral (as defined below) are as provided by the Loan Agreement and the other Loan Documents, and, subject to Section 5 below, nothing in this Agreement shall be deemed to limit such rights and remedies. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights” and, collectively, the “IP Collateral”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

Notwithstanding anything to the contrary herein, the IP Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

3. Authorization to Record. Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other government officials, as applicable, to record and register this Agreement upon request by Lender.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

5. Right to Bring Suit. Grantor shall have the right to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender’s option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, out-of-pocket costs and expenses, including attorneys’ fees (all of which shall be reasonable prior to the occurrence and continuance of an Event of Default, incurred by Lender pursuant to this paragraph.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

7. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND

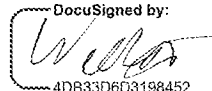
AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.3 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MACHINOMETRICS, INC.**

DocuSigned by:  


By: \_\_\_\_\_  
Name: William Bither  
Title: President

[Signature page to Intellectual Property Security Agreement]

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Agreed and Accepted  
as of the date first written above:

**LEVEL STRUCTURED CAPITAL II, L.P.**

By: Level Structured Capital II (GP), L.P., its general partner

By: Level Structured Capital Associates II, LLC, its general partner

DocuSigned by:

*Barry Osherow*

By:

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Name: Barry Osherow

Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

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SCHEDULE 1

## (a) Patents and Patent Licenses

Patent Title	Application No.	Date of Application	Reg. No.	Date of Registration
System and method for monitoring control data and notifying a program of a machine	17/150,573	Jan 15, 2021	11549865	Jan 10, 2023
System and method for monitoring machine anomalies via control data	16/527,478	Jul 31, 2019	11181899	Nov 23, 2021
SYSTEM AND METHOD FOR CONTINUOUS MACHINE MONITORING AT A KHZ-SCALE	17/112,306	Dec 4, 2020	20220179392	Jun 9, 2022
SYSTEM AND METHOD FOR MONITORING CONTROL DATA AND NOTIFYING A PROGRAM OF A MACHINE	17/150,573	Jan 15, 2021	20220228952	Jul 21, 2022
SYSTEM AND METHOD FOR MONITORING MACHINE ANOMALIES VIA CONTROL DATA	16/527,478	Jul 31, 2019	20200041989	Feb 6, 2020

## (b) Trademarks and Trademark Licenses

Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
MachineMetrics Inc.		2018-09-28	5853611	2019-09-03
MANUFACTURE WITH CONFIDENCE.		2017-05-30	5369174	2018-01-02

## (c) Copyrights and Copyright Licenses

None.

[Signature Page to Power of Attorney to Intellectual Property Security Agreement]

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TRADEMARK