

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GCP APPLIED TECHNOLOGIES INC.		02/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT		
Street Address:	60 WALL STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	BANK: GERMANY		
PROPERTY NUMBERS Total: 94			
Property Type	Number	Word Mark	
Registration Number:	3599772	ADCOR	
Registration Number:	2155417	ADVA	
Registration Number:	2294958		
Registration Number:	542270	AIRALON	
Registration Number:	3353072	APPERTA	
Registration Number:	3243470	BASIK	
Registration Number:	1517706	BITUTHENE	
Registration Number:	1404958	BITUTHENE	
Registration Number:	868344	BITUTHENE	
Registration Number:	2065821	CBA	
Registration Number:	4169158	CELOX	
Registration Number:	3752703	CIPER	
Registration Number:	4314289	CLARENA	
Registration Number:	3949287	CAS	
Registration Number:	1281158	DARACCEL	
Registration Number:	1407246	DARACEM	
Registration Number:	1829110	DARAFILL	
Registration Number:	1825693	DARAFORM	
Registration Number:	1358709	DARASEAL	
TRADEMARK			

CH \$2365.00 3599772

Property Type	Number	Word Mark
Registration Number:	1359213	DARASEAL
Registration Number:	1409076	DARASET
Registration Number:	743973	DARATARD
Registration Number:	743972	DARAVAIR
Registration Number:	632477	DARAWELD
Registration Number:	421159	DAREX
Registration Number:	409573	DAREX
Registration Number:	570646	DAREX AEA
Registration Number:	1424487	DCI
Registration Number:	2996075	DECK IT RIGHT.
Registration Number:	1369653	DRY-BLOCK
Registration Number:	2112829	ECLIPSE
Registration Number:	2880386	ESE
Registration Number:	3018698	FLASH IT RIGHT
Registration Number:	2748871	FLORPRUFE
Registration Number:	1428911	FORCE 10,000
Registration Number:	799014	GK 45
Registration Number:	853023	HEA2
Registration Number:	2244510	HY
Registration Number:	2249257	HY HIGH YIELD SYSTEM
Registration Number:	1558026	HYDRODUCT
Registration Number:	897650	HYDROPHOBE
Registration Number:	1669464	ICE & WATER SHIELD
Registration Number:	1669979	KWIK-KLEEN
Registration Number:	2902419	LGA
Registration Number:	2444938	MIRA
Registration Number:	2465818	MIRA
Registration Number:	1690183	MK
Registration Number:	1021284	MK
Registration Number:	1690184	MK-6
Registration Number:	1468327	MONOKOTE
Registration Number:	4288605	MONOKOTE
Registration Number:	1485806	MORSET
Registration Number:	681651	MTDA
Registration Number:	2982029	OPTEC
Registration Number:	3929544	PERM-A-BARRIER
Registration Number:	1484256	PERM-A-BARRIER
Registration Number:	3139908	PIERI P

Property Type	Number	Word Mark
Registration Number:	1795502	POLARSET
Registration Number:	2122217	PREPRUFE
Registration Number:	3709693	PREPRUFE SCS
Registration Number:	2181173	PROCOR
Registration Number:	2458555	QUANTEC
Registration Number:	3366464	RASIR
Registration Number:	743622	RDA
Registration Number:	1559463	RECOVER
Registration Number:	1572719	
Registration Number:	1545394	RETRO-GUARD
Registration Number:	2865665	RIPCORD
Registration Number:	2947952	ROOF IT RIGHT.
Registration Number:	4777900	SODASORB
Registration Number:	258511	SODASORB
Registration Number:	1713682	SPATTERKOTE
Registration Number:	2698735	STRUX
Registration Number:	314204	TDA
Registration Number:	2724725	TERAPAVE
Registration Number:	3260463	TOP-CAST
Registration Number:	3473741	TRI-FLEX
Registration Number:	2704960	TRYSTA
Registration Number:	3589114	TYTRO
Registration Number:	2203172	TYTRON
Registration Number:	2574093	TYTRONIX
Registration Number:	2751339	V-MAR
Registration Number:	3416689	VYCOR
Registration Number:	2883234	VYCOR DECK PROTECTOR
Registration Number:	3894501	AGION ACTIVE
Registration Number:	682035	WRDA
Registration Number:	3061215	ZYLA
Registration Number:	3628807	CO2ST
Registration Number:	3628839	CO2ST REDUCERS
Registration Number:	3162363	EDGEGUARD
Registration Number:	3026963	
Registration Number:	341496	RDA
Registration Number:	3587712	TRACTION XT
Registration Number:	3610727	TRI-FLEX XTREME

CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 312-993-2622**Email:** gayle.grocke@lw.com**Correspondent Name:** GAYLE D. GROCKE C/O LATHAM & WATKINS LLP**Address Line 1:** 330 N. WABASH AVENUE**Address Line 2:** SUITE 2800**Address Line 4:** CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049646-0285
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	03/07/2016

Total Attachments: 9

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of February 3, 2016, by and between DE NEEF CONSTRUCTION CHEMICALS (US) INC., a corporation formed under the laws of Texas, VERIFI LLC, a limited liability company formed under the laws of Delaware, and GCP APPLIED TECHNOLOGIES INC., a corporation formed under the laws of Delaware (collectively, the “Grantors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of February 3, 2016 (in such capacity together with its successors and assigns, the “Grantee”).

W I T N E S S E T H:

Whereas, the Grantors are party to a Security Agreement dated as of February 3, 2016 (as amended, modified or supplemented, the “Security Agreement”) in favor of the Grantee pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Grantee for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantors including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed with the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantors hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with or is otherwise inconsistent with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantors, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto. Upon (i) the sale or other transfer by the Grantors of any Collateral constituting Trademarks (other than to another Grantor) that is permitted under the Credit Agreement or (ii) the Grantors being released from its obligations under the Security Agreement, in each case, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released in accordance with (and subject to) Section 8.13 of the Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DE NEEF CONSTRUCTION CHEMICALS (US)
INC., as a Grantor

By: Mark A. Shelnitz
Name: Mark A. Shelnitz
Title: Vice President and Assistant Secretary

GCP APPLIED TECHNOLOGIES INC.,
as a Grantor

By: Mark A. Shelnitz
Name: Mark A. Shelnitz
Title: Vice President and Secretary

VERIFI LLC, as a Grantor

By: _____
Name: Alexander Nielsen
Title: Vice President and Secretary

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent and the Grantee

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005746 FRAME: 0766

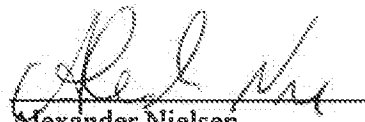
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DE NEEF CONSTRUCTION CHEMICALS (US)
INC.
GCP APPLIED TECHNOLOGIES INC.,
Each as a Grantor

By: _____
Name: Mark A. Shelnitz
Title: Vice President and Assistant Secretary

VERIFI LLC, as a Grantor

By: 
Name: Alexander Nielsen
Title: Vice President and Secretary

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent and the Grantee

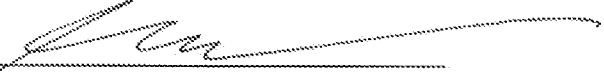
By: _____
Name:
Title:

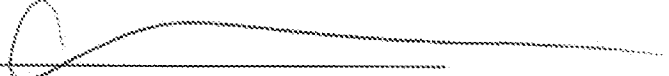
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005746 FRAME: 0767

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent and the Grantee

By: 
Name: Jackson Merchant
Title: Managing Director

By: 
Name: Alexandra Garlin
Title: Managing Director

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

MARK	COUNTRY	APPL. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
ADCOR	United States of America	77/374290	1/17/08	3599772	3/31/09	GCP Applied Technologies Inc.
ADVA	United States of America	75/091327	4/19/96	2155417	5/5/98	GCP Applied Technologies Inc.
ADVA (logo)	United States of America	75/353500	9/8/97	2294958	11/30/99	GCP Applied Technologies Inc.
AIRALON	United States of America	71/569966	12/1/48	542270	5/15/51	GCP Applied Technologies Inc.
APPERTA	United States of America	77/046410	11/17/06	3353072	12/11/07	GCP Applied Technologies Inc.
BASIK	United States of America	77/042301	11/13/06	3243470	5/22/07	GCP Applied Technologies Inc.
BITUTHENE	United States of America	73/680648	8/1/87	1517706	12/27/88	GCP Applied Technologies Inc.
BITUTHENE	United States of America	73/576622	1/1/86	1404958	8/12/86	GCP Applied Technologies Inc.
BITUTHENE	United States of America	72/302072	7/5/68	868344	4/22/69	GCP Applied Technologies Inc.
CBA	United States of America	74/734272	9/25/95	2065821	5/27/97	GCP Applied Technologies Inc.
CELOX	United States of America	85/333603	5/31/11	4169158	7/3/12	GCP Applied Technologies Inc.
CIPER	United States of America	77/210521	6/20/07	3752703	2/23/10	GCP Applied Technologies Inc.
CLARENA	United States of America	85/514680	1/12/12	4314289	4/2/13	GCP Applied Technologies Inc.
CUSTOM AGGREGATE SOLUTIONS LOGO	United States of America	85/051728	6/1/10	3949287	4/19/11	GCP Applied Technologies Inc.
DARACCEL	United States of America	430412	6/1/83	1281158	6/1/84	GCP Applied Technologies Inc.
DARACEM	United States of America	73/579921	1/1/86	1407246	9/2/86	GCP Applied Technologies Inc.
DARAFILL	United States of America	74/357563	2/10/93	1829110	4/5/94	GCP Applied Technologies Inc.
DARAFORM	United States of America	74/324398	10/22/92	1825693	3/8/94	GCP Applied Technologies Inc.
DARASEAL	United States of America	524793	3/1/85	1358709	9/10/85	GCP Applied Technologies Inc.
DARASEAL	United States of America	524797	3/1/85	1359213	9/10/85	GCP Applied Technologies Inc.
DARASET	United States of America	73/582532	2/1/86	1409076	9/16/86	GCP Applied Technologies Inc.
DARATARD	United States of America	72/130205	10/1/61	743973	1/1/63	GCP Applied Technologies Inc.
DARAVAIR	United States of America	72/130204	10/1/61	743972	1/1/63	GCP Applied Technologies Inc.
DARAWELD	United States of America	699903	12/1/55	632477	8/1/56	GCP Applied Technologies Inc.
DAREX	United States of America	71/486939	8/9/45	421159	5/21/56	GCP Applied Technologies Inc.
DAREX (Stylized)	United States of America	71469748	4/28/44	409573	10/10/44	GCP Applied Technologies Inc.
DAREX AEA	United States of America	621310	11/1/51	570646	2/1/53	GCP Applied Technologies Inc.

DCI	United States of America	73/602596	6/1/86	1424487	1/13/87	GCP Applied Technologies Inc.
DECK IT RIGHT logo	United States of America	78/402895	4/16/04	2996075	9/13/05	GCP Applied Technologies Inc.
dn de neef (design)	United States of America	75/558939	9/25/98	2313674	2/1/00	De Neef Construction Chemicals, Inc.
DRY-BLOCK	United States of America	412353	2/1/83	1369653	11/12/85	GCP Applied Technologies Inc.
ECLIPSE	United States of America	75/040740	1/5/96	2112829	11/11/97	GCP Applied Technologies Inc.
ESE	United States of America	78/208392	1/29/03	2880386	8/31/04	GCP Applied Technologies Inc.
FLASH IT RIGHT (LOGO)	United States of America	78/402919	4/16/04	3018698	11/22/05	GCP Applied Technologies Inc.
FLORPRUFE	United States of America	78/107582	2/8/02	2748871	8/5/03	GCP Applied Technologies Inc.
FORCE 10,000	United States of America	73/578021	1/1/86	1428911	2/17/87	GCP Applied Technologies Inc.
GK 45	United States of America	218290	5/1/65	799014	11/23/65	GCP Applied Technologies Inc.
HEA2	United States of America	72/263177	1/1/67	853023	7/1/68	GCP Applied Technologies Inc.
HY	United States of America	75/430879	2/9/98	2244510	5/11/99	GCP Applied Technologies Inc.
HY (design)	United States of America	75/430878	2/9/98	2249257	6/1/99	GCP Applied Technologies Inc.
HYDRO ACTIVE	United States of America	75/554258	9/16/98	2323420	2/29/00	De Neef Construction Chemicals, Inc.
HYDRODUCT	United States of America	733854	6/1/88	1558026	9/1/89	GCP Applied Technologies Inc.
HYDROPHOBE	United States of America	72/342041	10/29/69	897650	9/1/70	GCP Applied Technologies Inc.
ICE & WATER SHIELD	United States of America	74/064611	6/1/90	1669464	12/24/91	GCP Applied Technologies Inc.
INJECTO	United States of America	78/689369	8/10/05	3120503	7/25/06	De Neef Construction Chemicals, Inc.
KWIK-KLEEN	United States of America	74/151963	3/27/91	1669979	12/31/91	GCP Applied Technologies Inc.
LGA	United States of America	78/225152	3/13/03	2902419	11/9/04	GCP Applied Technologies Inc.
MC 300	United States of America	78/292244	8/26/03	2877592	8/24/04	De Neef Construction Chemicals, Inc.
MICROFINE	United States of America	78/292250	8/26/03	2899746	11/2/04	De Neef Construction Chemicals, Inc.
MIRA	United States of America	75/620102	1/13/99	2444938	4/17/01	GCP Applied Technologies Inc.
MIRA & Design	United States of America	76/099141	7/28/00	2465818	7/3/01	GCP Applied Technologies Inc.
MK	United States of America	74/070131	6/18/90	1690183	6/2/92	GCP Applied Technologies Inc.
MK	United States of America	72465229	8/9/73	1021284	9/23/75	GCP Applied Technologies Inc.
MK-6	United States of America	74/070133	6/18/90	1690184	6/2/92	GCP Applied Technologies Inc.
MONOKOTE	United States of America	73/610856	7/1/86	1468327	12/8/87	GCP Applied Technologies Inc.
MONOKOTE	United States of America	85/650711	6/13/12	4288605	2/12/13	GCP Applied Technologies Inc.
MORSET	United States of America	684067	9/14/87	1485806	4/26/88	GCP Applied Technologies Inc.
MTDA	United States of America	72/049927	4/18/58	681651	7/14/59	GCP Applied Technologies Inc.
OPTEC	United States of America	78/320237	10/29/03	2982029	8/2/05	GCP Applied Technologies Inc.
PERM-A-BARRIER	United States of America	77/840134	10/2/09	3929544	3/8/11	GCP Applied Technologies Inc.

PERM-A-BARRIER	United States of America	73/646272	2/1/87	1484256	4/12/88	GCP Applied Technologies Inc.
PIERI LOGO (vertical)	United States of America	78/397911	4/7/04	3139908	9/5/06	GCP Applied Technologies Inc.
POLARSET	United States of America	74/153008	4/1/91	1795502	9/28/93	GCP Applied Technologies Inc.
PREPRUFE	United States of America	75/058258	2/15/96	2122217	12/16/97	GCP Applied Technologies Inc.
PREPRUFE SCS	United States of America	77/479021	5/20/08	3709693	11/10/09	GCP Applied Technologies Inc.
PROCOR	United States of America	75/135769	7/18/96	2181173	8/11/98	GCP Applied Technologies Inc.
QUANTEC	United States of America	75/828224	10/22/99	2458555	6/5/01	GCP Applied Technologies Inc.
RASIR	United States of America	77/053658	11/30/06	3366464	1/8/08	GCP Applied Technologies Inc.
RDA	United States of America	130202	10/1/61	743622	1/1/63	GCP Applied Technologies Inc.
RECOVER	United States of America	73/765038	11/1/88	1559463	10/11/89	GCP Applied Technologies Inc.
RECOVER LOGO	United States of America	73/800250	5/15/89	1572719	12/26/89	GCP Applied Technologies Inc.
RETRO-GUARD	United States of America	73/760041	10/1/88	1545394	6/27/89	GCP Applied Technologies Inc.
RIPCORD	United States of America	78/147299	7/25/02	2865665	7/20/04	GCP Applied Technologies Inc.
ROOF IT RIGHT (logo)	United States of America	78/402885	4/16/04	2947952	5/10/05	GCP Applied Technologies Inc.
SODASORB	United States of America	86076957	9/27/13	4777900	7/21/15	GCP Applied Technologies Inc.
SODASORB	United States of America	71/281082	3/21/29	258511	7/9/29	GCP Applied Technologies Inc.
SPATTERKOTE	United States of America	74/129436	1/1/91	1713682	9/8/92	GCP Applied Technologies Inc.
STRUX	United States of America	78/043928	1/19/01	2698735	3/18/03	GCP Applied Technologies Inc.
SWELLSEAL	United States of America	76/030706	4/20/00	2465515	7/3/01	De Neef Construction Chemicals, Inc.
TDA	United States of America	346857	2/1/34	314204	6/19/34	GCP Applied Technologies Inc.
TERAPAVE	United States of America	75/895017	1/11/00	2724725	6/10/03	GCP Applied Technologies Inc.
TOP-CAST	United States of America	78/837804	3/15/06	3260463	7/10/07	GCP Applied Technologies Inc.
TRI-FLEX	United States of America	78/710809	9/12/05	3473741	7/22/08	GCP Applied Technologies Inc.
TRYSTA	United States of America	75/773976	8/12/99	2704960	4/8/03	GCP Applied Technologies Inc.
TYTRO	United States of America	78/837460	3/15/06	3589114	3/10/09	GCP Applied Technologies Inc.
TYTRON	United States of America	75/180549	10/11/96	2203172	11/10/98	GCP Applied Technologies Inc.
TYTRONIX	United States of America	75/600669	12/1/98	2574093	5/28/02	GCP Applied Technologies Inc.
VERIFI	United States of America	77/406265	2/26/08	3661671	7/28/09	Verifi LLC
VERIFI LOGO	United States of America	77/621361	11/25/08	3700205	10/20/09	Verifi LLC
V-MAR	United States of America	78/067391	6/5/01	2751339	8/12/03	GCP Applied Technologies Inc.
VYCOR	United States of America	77/042294	11/13/06	3416689	4/29/08	GCP Applied Technologies Inc.
VYCOR DECK PROTECTOR	United States of America	78/225152	3/13/03	2883234	9/7/04	GCP Applied Technologies Inc.
VYCOR ENV	United States of America	77/654478	1/22/09	3894501	12/21/10	GCP Applied Technologies Inc.

WRDA	United States of America	72/045797	2/13/58	682035	7/21/59	GCP Applied Technologies Inc.
ZYLA	United States of America	78/446971	7/7/04	3061215	2/21/06	GCP Applied Technologies Inc.
CO2ST	United States of America	78/667456	7/11/05	3628807	5/26/09	GCP Applied Technologies Inc.
CO2ST Reducers (design)	United States of America	78/736190	10/19/05	3628839	5/26/09	GCP Applied Technologies Inc.
EDGEGUARD	United States of America	78/755103	11/16/05	3162363	10/24/06	GCP Applied Technologies Inc.
house logotype	United States of America	78/402892	4/16/04	3026963	12/13/05	GCP Applied Technologies Inc.
RDA	United States of America	381608	7/1/36	341496	12/8/36	GCP Applied Technologies Inc.
TRACTION XT	United States of America	77/095614	1/31/07	3587712	3/10/09	GCP Applied Technologies Inc.
TRI-FLEX XTREME	United States of America	76/620399	11/12/04	3610727	4/28/09	GCP Applied Technologies Inc.