

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470723

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flow International Corporation		04/20/2018	Corporation: WASHINGTON
Shape Technologies Group, Inc.		04/20/2018	Corporation: DELAWARE
H2O Jet, Inc.		04/20/2018	Corporation: WASHINGTON
KMT Waterjet Systems, Inc.		04/20/2018	Corporation: DELAWARE
Dynamic Robotic Solutions, Inc.		04/20/2018	Corporation: MICHIGAN
KMT Aqua-Dyne, Inc.		04/20/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: ENGLAND

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1962160	HUSKY
Registration Number:	1891944	PASER
Registration Number:	2336933	FLYING BRIDGE
Registration Number:	2066948	FLOWCUT
Registration Number:	2188188	FLOWNEST
Registration Number:	2066949	FLOWMASTER
Registration Number:	2066957	FLOWPATH
Registration Number:	2246964	HORNET
Registration Number:	2263943	HORNET
Registration Number:	2375714	DECKHOG
Registration Number:	2290982	ESL
Registration Number:	2686853	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3435099	FLOW
Registration Number:	3435436	FLOW
Registration Number:	3452750	FLOW
Registration Number:	3452751	FLOW
Registration Number:	3758220	FLOWJET
Registration Number:	2972743	HYPLEX
Registration Number:	2785072	DYNAMIC WATERJET
Registration Number:	2898074	HYPERJET
Registration Number:	2910423	DURAFLOW
Registration Number:	3433111	POWERED BY FLOW
Registration Number:	3433112	POWERED BY FLOW
Registration Number:	3433166	WATERJETPRO
Registration Number:	4141187	XD
Registration Number:	4558667	SIDEFIRE
Registration Number:	4832779	AQUAFLOW
Registration Number:	4720266	FLOWXPRT
Registration Number:	5369445	WATERNIFE
Registration Number:	5434900	PIVOT+
Registration Number:	2247305	A NEW WORLD STANDARD
Registration Number:	3906710	ADVANTAGE
Registration Number:	4021048	H2O JET
Registration Number:	5231003	IDE
Registration Number:	3221314	INTERNATIONAL WATERJET PARTS
Registration Number:	3210161	IWP
Registration Number:	2658884	KERF-JET
Registration Number:	2442190	WES-JET
Registration Number:	2120039	WESTERN GARNET INTERNATIONAL
Registration Number:	2121832	WESTERN GARNET INTERNATIONAL
Registration Number:	4324214	AUTOLINE
Registration Number:	3804018	BLASTMAX
Registration Number:	5098878	KMT
Registration Number:	3049121	KMT WATERJET SYSTEMS
Registration Number:	4405778	MCCARTNEY
Registration Number:	4195641	NEOLINE
Registration Number:	1468814	STREAMLINE
Registration Number:	3663563	STREAMLINE PRO
Registration Number:	5192235	TRILINE
Registration Number:	3225994	ACCUFIND

Property Type	Number	Word Mark
Registration Number:	3157858	ACCUTRIM
Registration Number:	5430904	DRS
Registration Number:	5332778	DRS DYNAMIC ROBOTIC SOLUTIONS
Registration Number:	5332777	DRS DYNAMIC ROBOTIC SOLUTIONS
Registration Number:	2061356	JETTOOL
Registration Number:	3053736	JETVAC
Registration Number:	4810204	LASERWARE
Registration Number:	2396148	ROBOTRIM
Registration Number:	4174519	ROUTERVAC
Registration Number:	2532447	ROUTERWARE
Registration Number:	2183308	RPT
Registration Number:	3175338	TRIMPRO

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28804-16800
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	04/20/2018

Total Attachments: 17
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of April 20, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SHAPE TECHNOLOGIES GROUP, INC., a Delaware corporation, TECHCON AUTOMATION ULC, a British Columbia unlimited liability company, KMT GMBH, a German limited liability company (local court of Friedberg, HRB 5829), FLOW EUROPE GMBH, a German limited liability company (local court of Darmstadt, HRB 96686) and SHAPE TECHNOLOGIES INTERMEDIATE HOLDINGS, INC., a Delaware corporation, have entered into the ABL Credit Agreement, dated as of April 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, BARCLAYS BANK PLC, as Administrative Agent, Collateral Agent and a L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of April 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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, to the extent

that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and

provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) **THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

(b) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

(c) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**


(d) **EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.**

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND 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 IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

FLOW INTERNATIONAL CORPORATION

By: 
Name: Robert Carlson
Title: Chief Financial Officer and Secretary

SHAPE TECHNOLOGIES GROUP, INC.

By: 
Name: Robert Carlson
Title: Chief Financial Officer


H2O JET, INC.

By: 
Name: Robert Carlson
Title: Chief Financial Officer

KMT WATERJET SYSTEMS, INC.

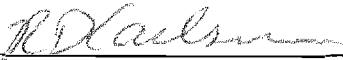
By: 
Name: Robert Carlson
Title: Chief Financial Officer

DYNAMIC ROBOTIC SOLUTIONS, INC.

By: 
Name: Robert Carlson
Title: Vice President

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KMT AQUA-DYNE, INC.

By 
Name: Robert Carlson
Title: Chief Financial Officer

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TRADEMARK
REEL: 006344 FRAME: 0010

BARCLAYS BANK PLC
as Collateral Agent

By: 

Name: Joseph Jordan

Title: Managing Director

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TRADEMARK
REEL: 006344 FRAME: 0011

Schedule 1
Patents and Trademarks

<u>Company</u>	<u>Patent</u>	<u>Registration Application No.</u>	<u>Registration No./ Filing Date</u>
Flow International Corporation	APPARATUS AND METHODS FOR RECOVERING ABRASIVE FROM AN ABRASIVE-LADEN FLUID FOR USE WITH ABRASIVE JET CUTTING SYSTEMS	6361416	26-Mar-2002
Flow International Corporation	SCREW DRIVE METHOD AND APPARATUS	6000308	14-Dec-1999
Flow International Corporation	SEAL SEAT FOR HIGH PRESSURE PUMPS AND VESSELS	6162031	19-Dec-2000
Flow International Corporation	METHOD AND APPARATUS FOR FLUID JET FORMATION	6280302	28-Aug-2001
Flow International Corporation	METHOD AND APPARATUS FOR FLUID JET FORMATION	6752686	22-Jun-2004
Flow International Corporation	APPARATUS FOR FLUID JET FORMATION	6945859	20-Sep-2005
Flow International Corporation	METHOD AND APPARATUS FOR FLUID JET FORMATION	6464567	15-Oct-2002
Flow International Corporation	METHOD FOR FLUID JET FORMATION	6875084	05-Apr-2005
Flow International Corporation	MULTIPLE SEGMENT HIGH PRESSURE FLUID/JET NOZZLE AND METHOD OF MAKING THE NOZZLE	6851627	08-Feb-2005
Flow International Corporation	APPARATUS FOR GENERATING AND MANIPULATING A HIGH-PRESSURE FLUID JET	7464630	16-Dec-2008
Flow International Corporation	APPARATUS FOR GENERATING AND MANIPULATING A HIGH-PRESSURE FLUID JET	7703363	27-Apr-2010
Flow International Corporation	METHOD AND SYSTEM FOR AUTOMATED SOFTWARE CONTROL OF WATERJET ORIENTATION PARAMETERS	6766216	20-Jul-2004
Flow International Corporation	METHOD AND SYSTEM FOR AUTOMATED SOFTWARE CONTROL OF WATERJET ORIENTATION PARAMETERS	6996452	07-Feb-2006
Flow International Corporation	HIGH FATIGUE LIFE FITTINGS FOR HIGH-PRESSURE FLUID SYSTEMS	8430430	30-Apr-2013

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Flow International Corporation	HIGH FATIGUE LIFE FITTINGS FOR HIGH-PRESSURE FLUID SYSTEMS	7748750	06-Jul-2010
Flow International Corporation	COMPONENTS, SYSTEMS AND METHODS FOR FORMING A GASKETLESS SEAL BETWEEN LIKE METAL COMPONENTS IN AN ULTRAHIGH PRESSURE SYSTEM	6802541	12-Oct-2004
Flow International Corporation	METHOD AND APPARATUS FOR SEALING AN ULTRAHIGH-PRESSURE FLUID SYSTEM	7247006	24-Jul-2007
Flow International Corporation	METHOD AND APPARATUS FOR SEALING AN ULTRAHIGH-PRESSURE FLUID SYSTEM	7568424	04-Aug-2009
Flow International Corporation	APPARATUS AND METHOD FOR DETECTING MALFUNCTIONS IN HIGH-PRESSURE FLUID PUMPS	6970793	29-Nov-2005
Flow International Corporation	DEVICE FOR MAINTAINING A STATIC SEAL OF A HIGH PRESSURE PUMP	7367789	06-May-2008
Flow International Corporation	DEVICE AND METHOD FOR MAINTAINING A STATIC SEAL OF A HIGH PRESSURE PUMP	8277206	02-Oct-2012
Flow International Corporation	CONTOUR FOLLOWER FOR TOOL	7331842	19-Feb-2008
Flow International Corporation	SENSOR LEG ASSEMBLY FOR A CONTOUR FOLLOWER	7578210	25-Aug-2009
Flow International Corporation	METHOD OF USING A CONTOUR FOLLOWER	7803036	28-Sep-2010
Flow International Corporation	ZERO-TORQUE ORIFICE MOUNT ASSEMBLY	7862405	04-Jan-2011
Flow International Corporation	FLUID SYSTEM AND METHOD FOR THIN KERF CUTTING AND IN-SITU RECYCLING	8147293	03-Apr-2012
Flow International Corporation	FLUID SYSTEM AND METHOD FOR THIN KERF CUTTING AND IN-SITU RECYCLING	7934977	03-May-2011
Flow International Corporation	PROCESS AND APPARATUS FOR SURFACE FINISHING	8187056	29-May-2012
Flow International Corporation	APPARATUS AND PROCESS FOR FORMATION OF Laterally Directed Fluid Jets	8448880	28-May-2013
Flow International Corporation	APPARATUS AND PROCESS FOR FORMATION OF Laterally Directed Fluid Jets	8777129	15-Jul-2014
Flow International Corporation	MIXING TUBE FOR A WATERJET SYSTEM	8651920	18-Feb-2014

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Flow International Corporation	FLEXIBLE HEADER SYSTEM FOR MACHINING WORKPIECES	8322700	04-Dec-2012
Flow International Corporation	VENTED CUTTING HEAD BODY FOR ABRASIVE JET SYSTEM	8210908	03-Jul-2012
Flow International Corporation	PROCESSES AND APPARATUS FOR ENHANCED CUTTING USING BLENDS OF ABRASIVE MATERIALS	8308525	13-Nov-2012
Flow International Corporation	SYSTEM AND METHOD FOR TOOL TESTING AND ALIGNMENT	8401692	19-Mar-2013
Flow International Corporation	DRIVE SYSTEM WITH COUPLER ASSEMBLY AND METHOD	9739352	22-Aug-2017
Flow International Corporation	WATERJET CUTTING SYSTEM WITH STANDOFF DISTANCE CONTROL	9003936	14-Apr-2015
Flow International Corporation	CATCHER TANK ASSEMBLY OF WATERJET CUTTING SYSTEM	13/193435	28-Jul-2011
Flow International Corporation	RELIEF VALVE ASSEMBLY AND COMPONENTS THEREOF	14/371406	09-Jul-2014
Flow International Corporation	FLUID DISTRIBUTION COMPONENTS OF HIGH-PRESSURE FLUID JET SYSTEMS	9844890	19-Dec-2017
Flow International Corporation	FLUID DISTRIBUTION COMPONENTS OF HIGH-PRESSURE FLUID JET SYSTEMS	9272437	01-Mar-2016
Flow International Corporation	ABRASIVE SLURRY DELIVERY SYSTEMS AND METHODS	15/106244	17-Jun-2016
Flow International Corporation	FLUID JET RECEPTACLE WITH ROTATABLE INLET FEED COMPONENT AND RELATED FLUID JET CUTTING SYSTEM AND METHOD	8894468	25-Nov-2014
Flow International Corporation	FLUID JET RECEIVING RECEPTACLES AND RELATED FLUID JET CUTTING SYSTEMS	9358668	07-Jun-2016
Flow International Corporation	FLUID JET CUTTING SYSTEMS	9573289	21-Feb-2017
Flow International Corporation	FLUID JET CUTTING SYSTEMS, COMPONENTS AND METHODS THAT FACILITATE IMPROVED WORK ENVIRONMENTS	15/419768	30-Jan-2017
Flow International Corporation	FLUID JET CUTTING SYSTEMS	9370871	21-Jun-2016
Flow International Corporation	HIGH-PRESSURE WATERJET CUTTING HEAD SYSTEMS, COMPONENTS AND RELATED METHODS	15/836622	08-Dec-2017

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Flow International Corporation	HIGH-PRESSURE WATERJET CUTTING HEAD SYSTEMS, COMPONENTS AND RELATED METHODS	9884406	06-Feb-2018
Flow International Corporation	AUTOMATED DETERMINATION OF JET ORIENTATION PARAMETERS IN THREE-DIMENSIONAL FLUID JET CUTTING	8423172	16-Apr-2013
Flow International Corporation	AUTOMATED DETERMINATION OF JET ORIENTATION PARAMETERS IN THREE-DIMENSIONAL FLUID JET CUTTING	9597772	21-Mar-2017
Flow International Corporation	STRINGER MANUFACTURING METHOD - MONITOR ONLY	9149909	06-Oct-2015
Flow International Corporation	METHOD AND APPARATUS FOR PRODUCING A HIGH-VELOCITY PARTICLE STREAM - MONITOR ONLY	6168503	02-Jan-2001
Flow International Corporation	BEAM TOOL PATHING FOR 3D COMPOUND CONTOURS USING MACHINING PATH SURFACES TO MAINTAIN A SINGLE SOLID REPRESENTATION OF OBJECTS	14/737104	11-Jun-2015
Flow International Corporation	SYSTEMS AND METHODS FOR IMPROVING JET CUTTING PERFORMANCE VIA FORCE SENSING	15/277891	27-Sep-2016
Flow International Corporation	END EFFECTOR ADJUSTMENT SYSTEMS AND METHODS	9862073	09-Jan-2018
Flow International Corporation	METHODS OF CUTTING FIBER REINFORCED POLYMER COMPOSITE WORKPIECES WITH A PURE WATERJET	14/798222	13-Jul-2015
Flow International Corporation	CONTOUR FOLLOWER APPARATUS AND RELATED SYSTEMS AND METHODS	9636798	02-May-2017
Flow International Corporation	AUTONOMOUS MODIFICATION OF WATERJET CUTTING SYSTEMS	62/523979	23-Jun-2017
Flow International Corporation	LAND CULTIVATING SYSTEMS AND METHODS UTILIZING HIGH-PRESSURE FLUID JET CUTTING TECHNIQUES	15/136623	22-Apr-2016
Flow International Corporation	FLUID JET NOZZLES AND METHODS OF MAKING SAME	62/608459	20-Dec-2017
Flow International Corporation	COVER FOR WATERJET ASSEMBLY	D484153	23-Dec-2003
Flow International Corporation	ELEMENTS FOR A SUPERPRESSURE STATIC FLUID SEAL	D515675	21-Feb-2006
Flow International Corporation	SEAL CARRIER FOR ULTRAHIGH-PRESSURE FLUID SYSTEM	D561877	12-Feb-2008
Flow International Corporation	CONTOUR FOLLOWER FOR A FLUID JET CUTTING MACHINE	D802634	14-Nov-2017

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Flow International Corporation	CONTOUR FOLLOWER FOR A FLUID JET CUTTING MACHINE	D802635	14-Nov-2017
Flow International Corporation	CONTOUR FOLLOWER FOR A FLUID JET CUTTING MACHINE	D802636	14-Nov-2017
Shape Technologies Group, Inc.	AIR FLOW MANAGEMENT SYSTEMS AND METHODS TO FACILITATE THE DELIVERY OF ABRASIVES TO AN ABRASIVE FLUID JET CUTTING HEAD	15/711935	21-Sep-2017
Shape Technologies Group, Inc.	SYSTEM AND METHOD FOR LOW PRESSURE PIERCING USING A WATERJET CUTTER	9358667	07-Jun-2016
H2O Jet, Inc.	ABRASIVEJET NOZZLE AND INSERT THEREFOR	6601783	05-Aug-2003
KMT Waterjet Systems, Inc.	HIGH PRESSURE ATTENUATOR BH	6712096	30-Mar-2004
KMT Waterjet Systems, Inc.	BACK-UP RINGS FOR HIGH PRESSURE SEALS, PACKING ASSEMBLY, AND PUMPS INCORPORATING SAME	6769695	03-Aug-2004
KMT Waterjet Systems, Inc.	ABRASIVE WATERJET FOCUSING TUBE RETAINER AND ALIGNMENT	8783146	22-Jul-2014
KMT Waterjet Systems, Inc.	CUTTING HEAD FOR FLUID JET MACHINE WITH INDEXING FOCUSING DEVICE	7922566	12-Apr-2011
KMT Waterjet Systems, Inc.	HIGH PRESSURE PUMP INCLUDING HOLLOW STUD	9163617	20-Oct-2015
KMT Waterjet Systems, Inc.	GASKETLESS HIGH PRESSURE CONNECTION	9309873	12-Apr-2016
KMT Waterjet Systems, Inc.	HIGH PRESSURE SEALING ARRANGEMENT	9482211	01-Nov-2016
Dynamic Robotic Solutions, Inc.	LONG REACH IMPINGEMENT NOZZLE	D638911	31-May-2011
Flow International Corporation	REGULATOR VALVE ASSEMBLY AND COMPONENTS THEREOF	PCT/US17/17989	15-Feb-2017

[Shape - Intellectual Property Security Agreement]

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Schedule 2
Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Flow International Corporation	HUSKY	1962160	12-Mar-1996
Flow International Corporation	PASER	1891944	02-May-1995
Flow International Corporation	FLYING BRIDGE	2336933	04-Apr-2000
Flow International Corporation	FLOWCUT	2066948	03-Jun-1997
Flow International Corporation	FLOWNEST	2188188	08-Sep-1998
Flow International Corporation	FLOWMASTER	2066949	03-Jun-1997
Flow International Corporation	FLOWPATH	2066957	03-Jun-1997
Flow International Corporation	HORNET AND DESIGN	2246964	25-May-1999
Flow International Corporation	HORNET	2263943	27-Jul-1999
Flow International Corporation	DECK HOG	2375714	08-Aug-2000
Flow International Corporation	ESL	2290982	09-Nov-1999
Flow International Corporation	FLOW WAVE DESIGN	2686853	11-Feb-2003
Flow International Corporation	FLOW	3435099	27-May-2008
Flow International Corporation	FLOW	3435436	27-May-2008
Flow International Corporation	FLOW AND DESIGN	3452750	24-Jun-2008

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Flow International Corporation	FLOW AND DESIGN	3452751	24-Jun-2008
Flow International Corporation	FLOWJET	3758220	09-Mar-2010
Flow International Corporation	HYPLEX	2972743	19-Jul-2005
Flow International Corporation	DYNAMIC WATERJET	2785072	18-Nov-2003
Flow International Corporation	HYPERJET	2898074	26-Oct-2004
Flow International Corporation	DURAFLOW	2910423	14-Dec-2004
Flow International Corporation	POWERED BY FLOW and Design	3433111	20-May-2008
Flow International Corporation	POWERED BY FLOW	3433112	20-May-2008
Flow International Corporation	WATERJETPRO	3433166	20-May-2008
Flow International Corporation	XD	4141187	15-May-2012
Flow International Corporation	SIDEFIRE	4558667	01-Jul-2014
Flow International Corporation	AQUAFLOW	4832779	13-Oct-2015
Flow International Corporation	FLOWXPRT	4720266	14-Apr-2015
Flow International Corporation	WATERNIFE	5369445	02-Jan-2018
Flow International Corporation	PIVOT+	5434900	27-Mar-2018
H2O Jet, Inc.	A NEW WORLD STANDARD	2247305	25-May-1999
H2O Jet, Inc.	ADVANTAGE	3906710	18-Jan-2011
H2O Jet, Inc.	H2O JET	4021048	06-Sep-2011

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H2O Jet, Inc.	IDE		5231003	27-Jun-2017
H2O Jet, Inc.	INTERNATIONAL WATERJET PARTS		3221314	27-Mar-2007
H2O Jet, Inc.	IWP		3210161	20-Feb-2007
H2O Jet, Inc.	KERF-JET		2658884	10-Dec-2002
H2O Jet, Inc.	WES-JET		2442190	10-Apr-2001
H2O Jet, Inc.	WESTERN GARNET INTERNATIONAL		2120039	9-Dec-1997
H2O Jet, Inc.	WESTERN GARNET INTERNATIONAL		2121832	16-Dec-1997
KMT Waterjet Systems, Inc.	AUTOLINE		4324214	23-Apr-2013
KMT Aqua-Dyne, Inc.	BLASTMAX		3804018	15-Jun-2010
KMT Waterjet Systems, Inc.	KMT		5098878	13-Dec-2016
KMT Waterjet Systems, Inc.	KMT WATERJET SYSTEMS		3049121	24-Jan-2006
KMT Waterjet Systems, Inc.	MCCARTNEY		4405778	24-Sep-2013
KMT Waterjet Systems, Inc.	NEOLINE		4195641	21-Aug-2012
KMT Waterjet Systems, Inc.	STREAMLINE		1468814	15-Dec-1987
KMT Waterjet Systems, Inc.	STREAMLINE PRO		3663563	04-Aug-2009
KMT Waterjet Systems, Inc.	TRILINE		5192235	25-Apr-2017
Dynamic Robotic Solutions, Inc.	ACCUFIND		3225994	03-Apr-2007
Dynamic Robotic Solutions, Inc.	ACCUTRIM		3157858	17-Oct-2006
Dynamic Robotic Solutions, Inc.	DRS		5430904	27-Mar-2018

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Dynamic Robotic Solutions, Inc.	DRS DYNAMIC ROBOTIC SOLUTIONS	5332778	14-Nov-2017
Dynamic Robotic Solutions, Inc.	DRS DYNAMIC ROBOTIC SOLUTIONS (Stylized)	5332777	14-Nov-2017
Dynamic Robotic Solutions, Inc.	JETTOOL	2061356	13-May-1997
Dynamic Robotic Solutions, Inc.	JETVAC	3053736	31-Jan-2006
Dynamic Robotic Solutions, Inc.	LASERWARE	4810204	08-Sep-2015
Dynamic Robotic Solutions, Inc.	ROBOTRIM	2396148	17-Oct-2000
Dynamic Robotic Solutions, Inc.	ROUTERVAC	4174519	17-Jul-2012
Dynamic Robotic Solutions, Inc.	ROUTERWARE	2532447	22-Jan-2002
Dynamic Robotic Solutions, Inc.	RPT	2183308	25-Aug-1998
Dynamic Robotic Solutions, Inc.	TRIMPRO	3175338	21-Nov-2006

**Schedule 3
Copyrights**

Reg. No.	Title	Owner	Reg. Date	Liens
TX0005704544	Small high-pressure components operation and service manual : Revision F	Flow International Corporation	5/1/2003	Wilmington Trust Security Interest – 1/31/2014 V9908 D498 Ally Commercial Finance, LLC Security Interest – 1/31/2014 V9909 D573
TX0005704545	Small high-pressure components operation and service manual : Revision E	Flow International Corporation	5/1/2003	Wilmington Trust Security Interest – 1/31/2014 V9908 D498 Ally Commercial Finance, LLC Security Interest – 1/31/2014 V9909 D573