

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osmose Utilities Services, Inc.		06/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	5399643	COVERCAP	
Registration Number:	3858592	COVERCAP	
Registration Number:	3416496	C-TRUSS	
Registration Number:	3146063	DURAFUME	
Registration Number:	4868404	EZ-FUME	
Registration Number:	4164768	FIRE-GUARD	
Registration Number:	5839410	GRIDHEALTH	
Registration Number:	4467983	GRIDHEALTH	
Registration Number:	4297992	GRIDSIGHT	
Registration Number:	0709197	HOLLOW HEART	
Registration Number:	3715766	LOADCALC	
Registration Number:	1585282	MITC-FUME	
Registration Number:	4721478	MP500-EXT	
Registration Number:	3852883	O-CALC	
Registration Number:	3211202	OSMO-C2-TRUSS	
Registration Number:	3031298	OSMO-C-TRUSS	
Registration Number:	5944965	OSMOLYTICS	
Registration Number:	5795198	OSMOPLATE	

OP \$790.00 5399643

Property Type	Number	Word Mark
Registration Number:	2763317	OSMOSE
Registration Number:	5170789	OSMOSET
Registration Number:	5607281	OSMOWELD
Registration Number:	3633706	POLE TOPPER
Registration Number:	4577780	POWER SURVEY COMPANY
Registration Number:	3715767	STRENGTHCALC
Registration Number:	1054920	WOODFUME
Registration Number:	6203990	MAAV
Registration Number:	6030629	OSMOFUME
Registration Number:	6113954	OSMOSTEEL
Registration Number:	6259521	OSMOVISION
Registration Number:	6210301	POWER SURVEY COMPANY
Registration Number:	6390274	NEIGHBOR-PLATE

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: james.murray@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/24/2021

Total Attachments: 8
source=Osmose.ARES Second Lien Trademark Security Agreement#page1.tif
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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):

Osmose Utilities Services, Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 23, 2021

- Assignment Merger
- Security Agreement Change of Name
- Other Trademark Security Agreement (Second Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ares Capital Corporation, as Collateral Agent

Street Address: 245 Park Avenue, 44th Floor

City: New York

State: NY

Country: USA Zip: 10167

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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 Schedule I

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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 02850.080 (2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 31

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: _____

Doris Ka

June 23, 2021

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2021 (this “Agreement”), among Osmose Utilities Services, Inc. (in such capacity, the “Grantor”) and Ares Capital Corporation (“Ares”), in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Second Lien Credit Agreement, dated as of June 23, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among PINE Topco Inc., a Delaware corporation, Osmose Utilities Services, Inc., a Delaware corporation (“Osmose”), as a Borrower and the Borrower Representative, PINE Intermediate Holding LLC, a Delaware limited liability company (“Pine Intermediate” and, together with Osmose, the “Borrowers”), as a Borrower, the lenders from time to time party thereto and Ares, as administrative agent and collateral agent and (b) the Second Lien Pledge and Security Agreement, dated as of June 23, 2021 (the “Security Agreement”), by and among Holdings, the Borrowers, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any U.S. Trademarks in the U.S. Patent and Trademark Office now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method

and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.


SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE CLOSING DATE INTERCREDITOR AGREEMENT AND ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

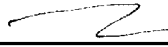
OSMOSE UTILITIES SERVICES, INC., as Grantor

By: 
Name: Kevin Brennan
Title: Executive Vice President, Chief Financial
Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007335 FRAME: 0444

ARES CAPITAL CORPORATION, as Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE I

No.	Mark	Class	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Current Owner of Record
1.	COVERCAP	19	87312917 25-JAN- 2017	5399643 13-FEB- 2018	13-FEB- 2028	Registered	Osmose Utilities Services, Inc.
2.	COVERCAP	20	85029765 04-MAY- 2010	3858592 05-OCT- 2010	05-OCT- 2030	Registered	Osmose Utilities Services, Inc.
3.	C-TRUSS	6	76617730 26-OCT- 2004	3416496 29-APR- 2008	29-APR- 2028	Registered	Osmose Utilities Services, Inc.
4.	DURAFUME	5	76620910 17-NOV- 2004	3146063 19-SEP- 2006	19-SEP- 2026	Registered	Osmose Utilities Services, Inc.
5.	EZ-FUME	2 19	86559354 10-MAR- 2015	4868404 08-DEC- 2015	08-DEC- 2025	Registered	Osmose Utilities Services, Inc.
6.	FIRE-GUARD	2	85519481 18-JAN- 2012	4164768 26-JUN- 2012	26-JUN- 2022	Registered	Osmose Utilities Services, Inc.
7.	GRIDHEALTH	42	88294465 08-FEB- 2019	5839410 20-AUG- 2019	20-AUG- 2029	Registered	Osmose Utilities Services, Inc.
8.	GRIDHEALTH	42	85674510 11-JUL- 2012	4467983 14-JAN- 2014	14-JAN- 2024	Registered	Osmose Utilities Services, Inc.
9.	GRIDSIGHT	42	85674492 11-JUL- 2012	4297992 05-MAR- 2013	05-MAR- 2023	Registered	Osmose Utilities Services, Inc.
10.	HOLLOW HEART	1 2 3 4 5	72097243 16-MAY- 1960	0709197 03-JAN- 1961	03-JAN- 2031	Registered	Osmose Utilities Services, Inc.
11.	LOADCALC	9	77219051 29-JUN- 2007	3715766 24-NOV- 2009	24-NOV- 2029	Registered	Osmose Utilities Services, Inc.
12.	MITC-FUME	5	73806869 15-JUN- 1989	1585282 06-MAR- 1990	06-MAR- 2030	Registered	Osmose Utilities Services, Inc.
13.	MP500-EXT	2	86242788 04-APR- 2014	4721478 14-APR- 2015	14-APR- 2025	Registered	Osmose Utilities Services, Inc.
14.	O-CALC	9	77925806 02-FEB- 2010	3852883 28-SEP- 2010	28-SEP- 2030	Registered	Osmose Utilities Services, Inc.

No.	Mark	Class	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Current Owner of Record
15.	OSMO-C2-TRUSS Design OSMO-C-TRUSS	6	78868702 25-APR- 2006	3211202 20-FEB- 2007	20-FEB- 2027	Registered	Osmose Utilities Services, Inc.
16.	OSMO-C-TRUSS	6	76617732 26-OCT- 2004	3031298 20-DEC- 2005	20-DEC- 2025	Registered	Osmose Utilities Services, Inc.
17.	OSMOLYTICS	42	87861463 03-APR- 2018	5944965 24-DEC- 2019	24-DEC- 2029	Registered	Osmose Utilities Services, Inc.
18.	OSMOPLATE	6	87662731 27-OCT- 2017	5795198 02-JUL- 2019	02-JUL- 2029	Registered	Osmose Utilities Services, Inc.
19.	OSMOSE	1 2 3 5 6 9 17 19 35 37 40 42	76281401 06-JUL- 2001	2763317 16-SEP- 2003	16-SEP- 2023	Registered	Osmose Utilities Services, Inc.
20.	OSMOSET	1	87144176 19-AUG- 2016	5170789 28-MAR- 2017	28-MAR- 2027	Registered	Osmose Utilities Services, Inc.
21.	OSMOWELD	1	88015440 26-JUN- 2018	5607281 13-NOV- 2018	13-NOV- 2028	Registered	Osmose Utilities Services, Inc.
22.	POLE TOPPER	17	77303135 12-OCT- 2007	3633706 09-JUN- 2009	09-JUN- 2029	Registered	Osmose Utilities Services, Inc.
23.	POWER SURVEY COMPANY	42	86043792 21-AUG- 2013	4577780 29-JUL- 2014	29-JUL- 2024	Registered	Osmose Utilities Services, Inc.
24.	STRENGTHCALC	9	77219439 29-JUN- 2007	3715767 24-NOV- 2009	24-NOV- 2029	Registered	Osmose Utilities Services, Inc.
25.	WOODFUME	5	73056111 25-JUN- 1975	1054920 28-DEC- 1976	28-DEC- 2026	Registered	Osmose Utilities Services, Inc.
26.	MAAV	9	88797581 14-FEB- 2020	6203990 24-NOV- 2020	24-NOV- 2030	Registered	Osmose Utilities Services, Inc.
27.	OSMOFUME	2 19	88338548 13-MAR- 2019	6030629 07-APR- 2020	07-APR- 2030	Registered	Osmose Utilities Services, Inc.
28.	OSMOSTEEL	6	87662713 27-OCT- 2017	6113954 28-JUL- 2020	28-JUL- 2030	Registered	Osmose Utilities Services, Inc.

No.	Mark	Class	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Current Owner of Record
29.	OSMOVISION	9	88822417 05-MAR- 2020	6259521 02-FEB- 2021	02-FEB- 2031	Registered	Osmose Utilities Services, Inc.
30.	POWER SURVEY COMPANY	42	88910210 11-MAY- 2020	6210301 01-DEC- 2020	01-DEC- 2030	Registered	Osmose Utilities Services, Inc.
31.	NEIGHBORPLATE	6	88694606 15-NOV- 2019	6390274 06/15/2021		Registered	Osmose Utilities Services, Inc.