

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3247282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WATERBLASTING, LLC	02/04/2015
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD M/C 7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7255116
Patent Number:	7798158
Patent Number:	7674158
Patent Number:	8357245
Application Number:	12395302
Patent Number:	8357292
Application Number:	13767442
Application Number:	14214350
Application Number:	14223321
Application Number:	61984540
CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<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>	
Phone:	214.745.5370
Email:	jmuennink@winstead.com
Correspondent Name:	JAN MUENNINK C/O WINSTEAD PC
Address Line 1:	P.O. BOX 131851
Address Line 4:	DALLAS, TEXAS 75313
ATTORNEY DOCKET NUMBER:	3134-1725

NAME OF SUBMITTER:	JAN MUENNINK
SIGNATURE:	/Jan Muennink/
DATE SIGNED:	03/02/2015
Total Attachments: 9 source=3134 1725 Waterblasting Security Agreement#page1.tif source=3134 1725 Waterblasting Security Agreement#page2.tif source=3134 1725 Waterblasting Security Agreement#page3.tif source=3134 1725 Waterblasting Security Agreement#page4.tif source=3134 1725 Waterblasting Security Agreement#page5.tif source=3134 1725 Waterblasting Security Agreement#page6.tif source=3134 1725 Waterblasting Security Agreement#page7.tif source=3134 1725 Waterblasting Security Agreement#page8.tif source=3134 1725 Waterblasting Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT – DOMESTIC

This INTELLECTUAL PROPERTY SECURITY AGREEMENT – DOMESTIC (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of February 4, 2015, is made by Waterblasting, LLC, a Delaware limited liability company (the "Borrower" or "Grantor"), in favor of Comerica Bank (the "Secured Party").

WHEREAS, Secured Party and Borrower have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement - Domestic dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the "Copyrights");

(iv) all reissues, divisions, 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 the 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 or arising from any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any collateral subject to that certain Intellectual Property Security Agreement -- Export dated as of the date hereof by and between the Grantor and Secured Party, as the same may be amended, restated or modified from time to time.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority 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. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

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SCHEDULE A

PATENTS

[See attached.]

M&S Ref #	Appin No/ Filing Date	Publication No/ Publication Date	Patent No/ Issue Date	Title
US 2708U.000001	10/884,643 7/2/04	US20060000491A1 1/5/06	7,255,116 8/14/07	Stripe Removal System
PCT 2708I.000001	PCT/US2005/023521 7/1/05	WO2006/014352 2/9/06		Stripe Removal System
Australia 2708I.061001	2005270095 7/1/05		2005270095 3/15/12	Stripe Removal System
Canada 2708I.001001	2,572,524 7/1/05			Stripe Removal System
Europe 2708I.990001	05763944.5 1/8/07	1,773,516 4/18/07	1,773,516	Stripe Removal System
US 2708U.000003	11/340,104 1/26/06	US20070169797A1 7/26/07	7,798,158 9/21/2010	Mobile Mark Removal System
PCT 2708I.000003	PCT/US2007/061099 1/26/07	WO2007/087622 8/2/07		Mobile Mark Removal System

M&S Ref #	Appin No/ Filing Date	Publication No/ Publication Date	Patent No/ Issue Date	Title
US 2708U.000006	11/368,035 3/3/06	US-2007-0207711A1 9/06/2007	7,674,158 3/9/2010	Combined Grinder and Water Blaster for Stripe Removal System
PCT 2708I.000006	PCT/US2007/063294 3/5/2007	WO2007/103863 9/13/2007		Combined Grinder and Water Blaster for Stripe Removal System
US 2708U.000009	11/835,642 8/8/07	US2008/0066781A1 3/20/08	8,357,245 1/22/2013	Stripe Removal System
US 2708U.000011	12/395,302 2/27/2009 PROV: 61/032,286 2/28/08	US2009/0242003 10/1/2009		Water Blasting Head with Through Feeding Hydraulic Motor
PCT 2708I.000011	PCT/US2009/035553 2/27/09	WO2009/117234 9/24/09		Water Blasting Head with Through Feeding Hydraulic Motor
China 2708I.086011	200980106567.4 8/26/2010	CN101965234A1 2/2/2011		Water Blasting Head with Through Feeding Hydraulic Motor

M&S Ref #	Appin No/ Filing Date	Publication No/ Publication Date	Patent No/ Issue Date	Title
US 2708U.000012	12/693,516 1/26/10	US20100200514A1 8/12/10	8,357,292 1/22/2013	Water Treatment System for Surface Cleaning Apparatus
PCT 2708I.000012	PCT/US2010/022036 1/26/10	WO2010/085776 7/29/10		Water Treatment System for Surface Cleaning Apparatus
US 2708U.000016	US: 13/767,442 2/14/2013 PROV: 61/598,763 2/14/12	US20130220387A1 8/29/2013		Water and Debris Recovery System
US 2708U.000018	US: 14/214,350 3/14/2014 PROV: 61/801,355 03/15/2013			Orbital Spray Bar Assembly for Surface Cleaning Apparatus
PCT 2708I.000018	PCT/US2014/029534 3/14/14			Orbital Spray Bar Assembly for Surface Cleaning Apparatus
US 2708U.000019	US: 14/223,321 3/24/2014 PROV: 61/805,802 03/27/2013			Dynamic Bladder Tank Assembly for Surface Cleaning Apparatus
US 2708U.000022	PROV: 61/984,540 4/25/14			Water and Debris Recovery System

SCHEDULE B

TRADEMARKS

MARK	USPTO REGISTRATION/ SERIAL NO.	REGISTRATION/ APPLICATION DATE	REGISTRANT/ APPLICANT
WATERBLASTING TECHNOLOGIES & DESIGN	U.S. Serial No. 86/506,010	January 16, 2015	Waterblasting, LLC
STRIPE HOG	U.S. Registration No. 3,510,808	October 7, 2008	Waterblasting, LLC

SCHEDULE C

COPYRIGHTS

Title: PCS hydro-man.
Type of Work: Visual Material
Registration Number / Date: VA0001186217 / 2003-01-24
Application Title: Company logo PCS, Inc.
Description: Computer graphic.
Copyright Claimant: Waterblasting, LLC
Date of Creation: 1999
Date of Publication: 1999-04-26