

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drytek, LLC		11/21/2018	Limited Liability Company: DELAWARE
Logix Technology Holdings, LLC		11/21/2018	Limited Liability Company: DELAWARE
Plasma-Therm, LLC		11/21/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	HSBC Bank USA, N.A.
Street Address:	2929 Walden Avenue
Internal Address:	Location C-112
City:	Depew
State/Country:	NEW YORK
Postal Code:	14043
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3730528	790+
Registration Number:	4136245	CORTEX
Registration Number:	3902954	ENDPOINTWORKS
Registration Number:	3383876	MASK ETCHER
Registration Number:	3687253	PLASMA-THERM
Registration Number:	3840760	PTI
Registration Number:	2893123	SHUTTLELINE
Registration Number:	1625640	SHUTTLELOCK
Registration Number:	4818288	SINGULATOR
Registration Number:	2893124	VERSALINE
Registration Number:	2001901	VERSALOCK
Registration Number:	3841335	VERSAWORKS
Registration Number:	4210502	DRYTEK

OP \$340.00 3730528

CORRESPONDENCE DATA**Fax Number:**

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: 2026637271
Email: thomas.brooke@hkklaw.com
Correspondent Name: Thomas W. Brooke
Address Line 1: 800 17th Street, NW,
Address Line 2: Suite 1100
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Thomas W. Brooke
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SIGNATURE:	/Thomas W. Brooke/
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DATE SIGNED:	11/26/2018
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Ex-Im Bank-Guaranteed Revolving Line of Credit)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 21, 2018 (as amended, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by Drytek, LLC, a Delaware limited liability company (“Drytek”), and Logix Technology Holdings, LLC, a Delaware limited liability company (“Logix”) (Drytek and Logix are sometimes each hereafter referred to as a “Grantor” and collectively, the “Grantors”) in favor of HSBC Bank USA, N.A., a national banking association (the “Lender”).

RECITALS

WHEREAS, RAJE Technology Group, LLC, a Florida limited liability company (“RAJE”), Plasma-Therm, LLC, a Florida limited liability company (“Plasma”), Hine Automation, LLC, a Delaware limited liability company (“Hine”), and Rev-Tech Manufacturing Solutions, LLC, a Florida limited liability company (“Rev-Tech”) (RAJE, Plasma, Hine and Rev-Tech are sometimes referred to herein as each, a “Borrower” and collectively, the “Borrowers”) have entered into that certain Loan and Security Agreement (Ex-Im Bank-Guaranteed Revolving Line of Credit), dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and among the Borrowers and the Lender. Capitalized terms used and not defined herein have the meanings given such terms in the Loan and Security Agreement.

WHEREAS, each Borrower pursuant to the terms and conditions of the Loan and Security Agreement has granted a security interest in all General Intangibles of such Borrower, including, but not limited to, all Intellectual Property (as defined below) for the benefit of the Lender.

WHEREAS, Drytek, Logix, Plasma-Therm IC-DISC, Inc., a Delaware corporation (“Plasma IC-DISC”), and Plasma-Therm NES, LLC, a Florida limited liability company (“Plasma NES”) (Drytek, Logix, Plasma-IC DISC and Plasma NES are sometimes referred to herein as each, a “Guarantor” and collectively, the “Guarantors”) have entered into that certain Security Agreement (Ex-Im Bank-Guaranteed Revolving Line of Credit), dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Guarantors and the Lender, to secure the prompt payment and performance of any and all obligations of the Borrowers.

WHEREAS, each Guarantor pursuant to the terms and conditions of the Security Agreement has granted a security interest in all General Intangibles (as defined in the Security Agreement) of such Guarantor, including, but not limited to, all Intellectual Property (as defined below) for the benefit of the Lender.

WHEREAS, it is a condition precedent to the obligation of the Lender to make its extension of credit to the Borrowers under the Loan and Security Agreement that the Grantors shall have each executed and delivered to and for the benefit of the Lender (i) the Loan and Security Agreement in the case of the Borrowers, and (ii) the Security Agreement in the case of the Guarantors (collectively, the “Security Agreements”).

WHEREAS, under the terms of the Security Agreements, each Borrower and Guarantor has granted a security interest in certain Intellectual Property (as defined below) of such grantor to and for the benefit of the Lender and has agreed as a condition thereof to execute an Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), whether now existing or hereafter arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Pledged Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto and in connection with clause (v) below (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Pledged Patents");

(c) (i) all copyrights, whether registered or unregistered and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein (including, but not limited to, business software), all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, "Pledged Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right

to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Pledged Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Pledged Trademark or Pledged Trade Secret, (B) any right under any Pledged Patent, and (C) any right under any Pledged Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by electronic transmission), 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 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Florida. Without limiting the applicability of any other provision of the Loan and Security Agreement, the terms of Section 11.1 (Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver) of the Loan and Security Agreement in the case of the Borrowers, and Section 9.9 (Governing Law) and Section 9.10 (Submission to Jurisdiction; Waiver of Jury Trial) in the Security Agreement in the case of the Guarantors, are incorporated herein, mutatis mutandis, and shall apply to and govern this Intellectual Property Security Agreement.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreements. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with any Security Agreement, the provisions of such Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

"GRANTORS"

Drytek, LLC, a Delaware limited liability company

By: 

Name: Abdul Lateef

Title: Chief Executive Officer

Logix Technology Holdings, LLC, a Delaware limited liability company

By: 


Name: Abdul Lateef

Title: Chief Executive Officer

Schedule 1

Trademark Records List (United States)

Registered Owner: Plasma-Therm, LLC

Registered Trademark	Registration Number
"790+"	3,730,528
"Cortex"	4,136,245
"Endpointworks"	3,902,954
"Mask Etcher"	3,383,876
"Plasma-Therm"	3,687,253
 PTI Logo:	3,840,760
"Shuttleline"	2,893,123
"Shuttlelock"	1,625,640
"Singulator"	4,818,288
"Versaline"	2,893,124
"Versalock"	2,001,901
"Versaworks"	3,841,335

Registered Owner: Drytek, LLC

Registered Trademark	Registration Number
"Drytek"	4,210,502