## 503198844 02/27/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3245461

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                      |  |
|-----------------------|---|--|
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT |  |

#### **CONVEYING PARTY DATA**

| Name    | Execution Date |
|---------|----------------|
| EVAC OY | 02/27/2015     |

## **RECEIVING PARTY DATA**

| Name:           | NORDEA BANK FINLAND PLC       |
|-----------------|-------------------------------|
| Street Address: | ALEKSIS KIREN KATU 3-5 CV 210 |
| City:           | NORDEA                        |
| State/Country:  | FINLAND                       |
| Postal Code:    | 00020                         |

### **PROPERTY NUMBERS Total: 9**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 6305403  |
| Patent Number:      | 6470925  |
| Patent Number:      | 6748973  |
| Patent Number:      | 7770241  |
| Patent Number:      | 7845028  |
| Patent Number:      | 8381324  |
| Patent Number:      | D444217  |
| Application Number: | 13640504 |
| Application Number: | 13832914 |

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 35042/3

NAME OF SUBMITTER: BENJAMIN PETERSEN

503198844 PATENT REEL: 035110 FRAME: 0143

| SIGNATURE:  | /BENJAMIN PETERSEN/ |
|---|---------------------|
| DATE SIGNED:  | 02/27/2015          |
| Total Attachments: 5                                      |                     |
| source=0 - Patent Security Agreement Supplement#page1.tif |                     |
| source=0 - Patent Security Agreement Supplement#page2.tif |                     |
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| source=0 - Patent Security Agreement Supplement#page4.tif |                     |
| source=0 - Patent Security Agreement Supplement#page5.tif |                     |

PATENT REEL: 035110 FRAME: 0144

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

### (Patents and Patent Applications)

### February 27, 2015

WHEREAS, Evac Oy, a company incorporated in Finland (herein referred to as the "<u>Grantor</u>"), owns the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Nordea Bank Finland plc, as agent, are parties to a Facilities Agreement dated 23 December 2014(as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of February 27, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Nordea Bank Finland plc, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Finance Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent registration and application referred to in Schedule 1 hereto; and
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

PATENT REEL: 035110 FRAME: 0145 This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

|   | intor has caused this Intellectual Property Security Agreement er thereunto duly authorized as of the date first above written. |
|---|---|
|   | By:  Name: Haya fromee  Title: CFC  |
| Acknowledged:                             |   |
| NORDEA BANK FINLAND PLC as Security Agent |   |
| By:                                       | _   |

Signature Page to Patent Security Agreement Supplement

PATENT REEL: 035110 FRAME: 0147

|  | Grantor has caused this Intellectual Property Securi-<br>fficer thereunto duly authorized as of the date first al- |  |
|--|--|--|
| supplication to be easy exceeded by the                              |  |  |
|  | EVAC OY,<br>as Grantor   |  |
|  | Ву:  |  |
|  | Name:<br>Title:  |  |
| Acknowledged:  |  |  |
| NORDEA BANK FINLAND PLC as Security Agent                            |  |  |
| By: 2  | Jule All   |  |
| Name <sup>3</sup> Juha-Matti Peltomaa<br>Title: Senior Legal Counsel | Mikko Aulas<br>Senior Legal Counsel  |  |

Signature Page to Patent Security Agreement Supplement

## **SCHEDULE 1**

## REGISTERED PATENTS AND DESIGN PATENTS

| Title   | Date Granted | Patent No. |
|---|--------------|------------|
| Aeration Apparatus for a<br>Vertical Riser in a Vacuum<br>Drainage System | 10/23/2001   | 6,305,403  |
| Vacuum System   | 10/29/2002   | 6,470,925  |
| Valve Means   | 6/15/2004    | 6,748,973  |
| Vacuum Sewer System   | 8/10/2010    | 7,770,241  |
| Vacuum Sewer System   | 12/7/2010    | 7,845,028  |
| Vacuum Sewage System  | 2/26/2013    | 8,381,324  |
| Toilet  | 6/26/2001    | D444,217   |

## PATENT AND DESIGN PATENT APPLICATIONS

| Title  | Date Filed | Application No. |
|--|------------|-----------------|
| Liquid Ring Pump and Method<br>for Operating a Liquid Ring<br>Pump | 12/20/2012 | 13/640504       |
| Vacuum Sewer System  | 3/15/2013  | 13/832914       |

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PATENT REEL: 035110 FRAME: 0149

**RECORDED: 02/27/2015**