### 504253247 03/02/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4299926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
HARRIS RESEARCH, INC.	03/02/2017

### **RECEIVING PARTY DATA**

Name:	BANK OF MONTREAL, AS AGENT
Street Address:	115 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

# **PROPERTY NUMBERS Total: 10**

Property Type	Number
Patent Number:	7887625
Patent Number:	8267607
Patent Number:	9267227
Patent Number:	9259671
Application Number:	13193107
Application Number:	13621746
Application Number:	13621788
Application Number:	13849378
Application Number:	62292785
Application Number:	62302666

#### **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.

**Email:** michael.barys@thomsonreuters.com

Correspondent Name: ANDREA GNIADEK, PROJECT ASSISTANT

Address Line 1: 111 WEST MONROE STREET
Address Line 2: CHAPMAN AND CUTLER LP
Address Line 4: CHICAGO, ILLINOIS 60603

NAME OF SUBMITTER: ANDREA GNIADEK

PATENT 504253247 REEL: 041867 FRAME: 0876

SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/02/2017
Total Attachments: 6	
source=Harr#page1.tif	
source=Harr#page2.tif	
source=Harr#page3.tif	
source=Harr#page4.tif	
source=Harr#page5.tif	
source=Harr#page6.tif	

PATENT REEL: 041867 FRAME: 0877

#### PATENT COLLATERAL AGREEMENT

On this 2nd day of March, 2017, Harris Research, Inc., a Utah corporation ("Debtor") with its principal place of business and mailing address at 124 12th Avenue South, Nashville, Tennessee 37203, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("BMO"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "Agent"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

- (i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of September 7, 2011 by and among Debtor, the other Debtors thereto and Agent (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "Security Agreement").

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Patent Collateral are as provided by the Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

4156887.01.02.docx 1967561 This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

HARRIS RESEARCH, INC.

Ву	
Name	
Title_	

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

Name: Brian Boczkowski

Title: Managing Director

[Signature Page to Patent Collateral Agreement - Harris Research, Inc.]

SCHEDULE A
TO PATENT COLLATERAL AGREEMENT

U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS

SEALER COMPOSITION	SN	12/392011	02/24/2009	7887625	02/15/2011	Harris Research, Inc.
SURFACE WORKING	SN	11000121	11/29/2004	8267607	09/18/2012	Harris Research, Inc.
APPARATUS		A CANADA				ATTENDED TO THE PROPERTY OF TH
APPARATUS, SYSTEM,	Sn	13722924	12/20/2012	9259671	02/16/2016	Harris Research, Inc.
AND METHOD FOR						
DEFOAMING A WASTE			`			
TANK	and the second s					t and Alexander
ODOR REMOVAL	ns	13/660761	10/25/2012	9267227	02/23/2016	Harris Research, Inc.
TREATMENT						
COMPRISING A					-	
PEROXIDE/CARBONATE				,		
MIXTURE		· · · · · · · · · · · · · · · · · · ·	and the state of t	·		
ROTARY HEAD	SO	13/193107	07/28/2011			Harris Research, Inc.
CLEANEK		a company of the contract of t				,
VACUUM PATHWAY IN	ns	13/621746	09/17/2012			Harris Research, Inc.
A CLEANING DEVICE						
TRUCK MOUNTED	SO	13/621788	09/17/2012			Harris Research, Inc.
CLEANING SYSTEM		A CONTRACTOR OF THE CONTRACTOR				
APPARATUS, SYSTEM,	SO	13/849378	03/22/2013			Harris Research, Inc.
AND METHOD FOR						
INHIBITING				-	-	
CORROSION IN A						
WASTE TANK				-		
SYSTEM AND METHOD	NS					Harris Research, Inc.
FOR CONTROLLABLE						
INJECTION OF						
CLEANING ADDITIVES						
IN A CARPET						
EXTRACTOR		THE PARTY AND ADDRESS OF THE PARTY AND ADDRESS				

PATENT REEL: 041867 FRAME: 0881

	The second secon			
DUAL MODE VEHICLE	ns	62/292,785	A SA A A A A A A A A A A A A A A A A A	Harris Research, Inc.
MOUNTED CLEANING				
SYSTEM				
STAIN AND ODOR	US	62/302,666		Harris Research, Inc.
TREATMENT				

PATENT REEL: 041867 FRAME: 0882

-5-

**RECORDED: 03/02/2017**