

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4438950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
DIVERSITECH CORPORATION	06/01/2017

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, AS FIRST LIEN COLLATERAL AGENT AND ASSIGNEE
Street Address:	20 KING STREET WEST, 4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 1C4

PROPERTY NUMBERS Total: 53

Property Type	Number
Application Number:	12192529
Application Number:	10061663
Application Number:	14860841
Application Number:	10835246
Application Number:	11134240
Application Number:	29417314
Application Number:	13292294
Application Number:	29465482
Application Number:	14039963
Application Number:	12244152
Application Number:	12636825
Application Number:	13874727
Application Number:	29321756
Application Number:	29339965
Application Number:	29396190
Application Number:	29396196
Application Number:	29396197
Application Number:	29396194
Application Number:	29396203

PATENT

Property Type	Number
Application Number:	29435810
Application Number:	29424319
Application Number:	29423111
Application Number:	11743374
Application Number:	12206958
Application Number:	12713337
Application Number:	13312175
Application Number:	08697013
Application Number:	14933541
Application Number:	13709227
Application Number:	13551921
Application Number:	13874793
Application Number:	11202607
Application Number:	29299108
Application Number:	29305181
Application Number:	29305187
Application Number:	29325622
Application Number:	12733356
Application Number:	90007346
Application Number:	90011332
Application Number:	11134846
Application Number:	29298633
Application Number:	10234630
Application Number:	29412085
Application Number:	11673166
Application Number:	11737243
Application Number:	29298631
Application Number:	29298632
Application Number:	10192748
Application Number:	13098091
Application Number:	13624178
Application Number:	12364260
Application Number:	15040043
Application Number:	10798238

CORRESPONDENCE DATA

Fax Number: (212)303-7064

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.

PATENT

REEL: 042647 FRAME: 0865

Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS LLP
Address Line 1: 200 PARK AVENUE, 28TH FLOOR
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	78436.00232 (FIRST LIEN)
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NAME OF SUBMITTER:	CHRISTINE DIONNE
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SIGNATURE:	/CHRISTINE DIONNE/
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DATE SIGNED:	06/01/2017
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Total Attachments: 11

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of June 1, 2017 (the "First Lien Patent Security Agreement"), made by DiversiTech Corporation, a Georgia corporation (the "Grantor"), is in favor of Royal Bank of Canada, as collateral agent for the Secured Parties (in such capacity, the "First Lien Collateral Agent") for the Lenders, as defined in the First Lien Credit Agreement (in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantor, specified affiliates of Grantor and Assignee are party to that certain First Lien Pledge and Security Agreement dated as of June 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement") pursuant to which the Grantor is required to execute and deliver this First Lien Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Banks to make their respective extensions of credit to the Initial Borrower and the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, the Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Patent Security Agreement, the term "Patents" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all patents, patent applications and similar registrations, including registrations and applications with the PTO (or any similar offices in any other country) and including, in the case of the Grantor, those Patents set forth next to its name on Schedule 1 hereto and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, all inventions claimed therein and patentable improvements thereto, including the right to make, use or sell the inventions claimed therein or patentable improvements thereto.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all Patents of the Grantor, including, without limitation, the issued and applied-for Patents of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of any and all of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Patent Collateral" include any Excluded Property.

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted concurrently in conjunction with the security interest granted to the Assignee pursuant to the First Lien Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This First Lien Patent Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the First Lien Credit Agreement) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the applicable Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the applicable Issuing Bank) and no Issuing Bank has any further obligation to issue or amend Letters of Credit under the First Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the First Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

SECTION 5. GOVERNING LAW. THIS FIRST LIEN PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This First Lien Patent Security 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.

Delivery of an executed signature page to this First Lien Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First Lien Patent Security Agreement.

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IN WITNESS WHEREOF, the parties have duly executed this FIRST LIEN PATENT SECURITY AGREEMENT as of the day and year first above written.

DIVERSITECH CORPORATION, as Grantor

By: 

Name: James Prescott

Title: CEO and President

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 042647 FRAME: 0870

Accepted and Agreed:

ROYAL BANK OF CANADA,
as First Lien Collateral Agent and Assignee

By:


Name: Ann Hurley
Title: Manager Agency

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 042647 FRAME: 0871

PATENTSPatent Registrations and Applications

Title	Record Owner	Application Status	Application Number	Filing Date	Patent Number	Country	Issue Date
CONDENSATE PUMP	DiversiTech Corporation	Granted	12/192529	15-Aug-08	8,182,243	US	22-May-12
AC DISCONNECT SWITCH	DiversiTech Corporation	Granted	10/061663	1-Feb-02	6,630,637	US	7-Oct-03
AIR CONDITIONER CONDENSATE COLLECTION SYSTEM	DiversiTech Corporation	Published	14/860841	22-Sep-15		US	
AUTOMATED ARTICLE COVERING METHOD AND APPARATUS	DiversiTech Corporation	Granted	10/835246	29-Apr-04	6,931,822	US	23-Aug-05
AUTOMATED TUCKING PROCESS FOR COVERING A PENETRABLE CORE MATERIAL	DiversiTech Corporation	Granted	11/134240	20-May-05	7,334,385	US	26-Feb-08
CAPACITOR HOUSING	DiversiTech Corporation	Granted	29/417314	2-Apr-12	D671,069	US	20-Nov-12

Title	Record Owner	Application Status	Application Number	Filing Date	Patent Number	Country	Issue Date
CENTRIFUGAL PUMP WITH COAXIAL INLET AND OUTLET AND CAPACITIVE LIQUID LEVEL DETECTOR	DiversiTech Corporation	Granted	13/292294	9-Nov-11	8,657,583	US	25-Feb-14
CONDENSATE OVERFLOW DETECTION DEVICE	DiversiTech Corporation	Granted	29/465,482	28-Aug-13	D713010	US	9-Sep-14
CONDENSATE OVERFLOW DETECTION DEVICE	DiversiTech Corporation	Granted	14,039,963	27-Sep-13	9,249,981	US	2-Feb-16
CONDENSATE PUMP	DiversiTech Corporation	Granted	12/244152	2-Oct-08	8,602,744	US	10-Dec-13
CONDENSATE PUMP	DiversiTech Corporation	Granted	12/636825	14-Dec-09	8,651,824	US	18-Feb-14
EQUIPMENT PAD WITH RADIAL RIBS AND ARC-SHAPED RIBS	DiversiTech Corporation	Granted	13/874727	1-May-13	9,016,653	US	28-Apr-15
EQUIPMENT SUPPORT	DiversiTech Corporation	Granted	29/321756	23-Jul-08	D629,533	US	21-Dec-10
EQUIPMENT SUPPORT PAD	DiversiTech Corporation	Granted	29/339965	10-Jul-09	D608,917	US	26-Jan-10
FILTER FRAME	DiversiTech Corporation	Granted	29/396190	27-Jun-11	D655,802	US	13-Mar-12
FILTER FRAME	DiversiTech Corporation	Granted	29/396196	27-Jun-11	D655,803	US	13-Mar-12

Title	Record Owner	Application Status	Application Number	Filing Date	Patent Number	Country	Issue Date
FILTER FRAME	DiversiTech Corporation	Granted	29/396197	27-Jun-11	D655,804	US	13-Mar-12
FILTER FRAME	DiversiTech Corporation	Granted	29/396194	27-Jun-11	D657,858	US	17-Apr-12
FILTER FRAME	DiversiTech Corporation	Granted	29/396203	27-Jun-11	D657,859	US	17-Apr-12
FILTER FRAME	DiversiTech Corporation	Granted	29/435810	29-Oct-12	D685898	US	9-Jul-13
FILTER FRAME	DiversiTech Corporation	Granted	29/424319	11-Jun-12	D708311	US	1-Jul-14
FILTER FRAME	DiversiTech Corporation	Granted	29/423111	29-May-12	D708729	US	8-Jul-14
HEATING AND AIR CONDITIONING SERVICE GAUGE	DiversiTech Corporation	Granted	11/743374	2-May-07	7,437,941	US	21-Oct-08
HEATING AND AIR CONDITIONING SERVICE GAUGE	DiversiTech Corporation	GRANTED	11/743374	02-May-2007	7,437,941	United States of America	21-Oct-2008
HEATING AND AIR CONDITIONING SERVICE GAUGE	DiversiTech Corporation	Granted	12/206958	9-Sep-08	7,685,882	US	30-Mar-10
HEATING AND AIR CONDITIONING SERVICE GAUGE	DiversiTech Corporation	Granted	12/713337	26-Feb-10	8,069,731	US	6-Dec-11

Title	Record Owner	Application Status	Application Number	Filing Date	Patent Number	Country	Issue Date
HVAC-R FLUSHING SOLVENT	DiversiTech Corporation	Granted	13/312175	6-Dec-11	8,557,759	US	15-Oct-13
LIGHT-WEIGHT HIGH-STRENGTH COMPOSITE PAD	DiversiTech Corporation	Granted	08/697,013	16-Aug-96	5,728,458	US	17-Mar-98
LINE SET DUCT WITH CHANNEL CLIP	DiversiTech Corporation	Granted	14/933541	5-Nov-15	9,528,635	US	27-Dec-16
LIQUID LEVEL DETECTION DEVICE	DiversiTech Corporation	Granted	13/709227	10-Dec-12	9,182,265	US	10-Nov-15
LOCKING MECHANISM FOR REFRIGERANT LINE CAPS	DiversiTech Corporation	Published	13/551921	18-Jul-12		US	23-Jan-14
MOLDED EQUIPMENT PAD WITH ARC-SHAPED RIBS	Duplicate below	Pending	13/874793	1-May-13		US	
MOLDED EQUIPMENT PAD WITH ARC-SHAPED RIBS	DiversiTech Corporation	Granted	13/874793	1-May-13	9,016,653	US	28-Apr-15
MULTI VALUE CAPACITOR	DiversiTech Corporation	Granted	11/202607	12-Aug-05	7,365,959	US	29-Apr-08
PLINTH (US DESIGN 4)	DiversiTech Corporation	Granted	29/299108	19-Dec-07	D590124	US	7-Apr-09
PLINTH (US DESIGN 5)	DiversiTech Corporation	Granted	29/305181	14-Mar-08	D627535	US	16-Nov-10
PLINTH (US DESIGN 6)	DiversiTech Corporation	Granted	29/305187	14-Mar-08	D600874	US	22-Sep-09

Title	Record Owner	Application Status	Application Number	Filing Date	Patent Number	Country	Issue Date
PLINTH (US DESIGN 8)	DiversiTech Corporation	Granted	29/325622	3-Oct-08	D600875	US	22-Sep-09
PLINTHS CONSTRUCTED OF PLASTIC MATERIAL	DiversiTech Corporation	Granted	12/733356	23-Feb-10	8,152,129	US	10-Apr-12
PORTABLE DRAIN CLEANING APPARATUS	DiversiTech Corporation	GRANTED	90/007346	20-Dec-2004	5803101C1	United States of America	18-Mar-2008
PORTABLE DRAIN CLEANING APPARATUS	DiversiTech Corporation	GRANTED	90/011332	15-Nov-2010	5803101	United States of America	26-Jun-2013
PROCESS FOR DISPERSING A REINFORCING LAYER IN A LAYERED ARTICLE	DiversiTech Corporation	Granted	11/134846	20-May-05	7,232,589	US	19-Jun-07
RECTANGULAR PLINTH (US DESIGN 3)	DiversiTech Corporation	Granted	29/298633	10-Dec-07	D590573	US	14-Apr-09
REINFORCED ARTICLE AND SYSTEM AND METHOD FOR REINFORCED ARTICLES	DiversiTech Corporation	Granted	10/234630	4-Sep-02	6,927,183	US	9-Aug-05
REINFORCED EQUIPMENT PAD	DiversiTech Corporation	Granted	29/412085	30-Jan-12	D687473	US	6-Aug-13
SAFETY DEVICE FOR MONITORING A CONDUIT	DiversiTech Corporation	Granted	11/673166	9-Feb-07	7,821,411	US	26-Oct-10
SAFETY SWITCH	DiversiTech Corporation	Granted	11/737243	19-Apr-07	7,521,639	US	21-Apr-09

Title	Record Owner	Application Status	Application Number	Filing Date	Patent Number	Country	Issue Date
SQUARE PLINTH (US DESIGN 1)	DiversiTech Corporation	Granted	29/298631	10-Dec-07	D590572	US	14-Apr-09
SQUARE PLINTH (US DESIGN 2)	DiversiTech Corporation	Granted	29/298632	10-Dec-07	D590123	US	7-Apr-09
SURFACE-SHIELDING SYSTEM FOR USING A HAZARDOUS APPARATUS	DiversiTech Corporation	Granted	10/192748	10-Jul-02	6,874,282	US	5-Apr-05
THREE DIMENSIONAL FILTER	DiversiTech Corporation	Granted	13/098091	29-Apr-11	8,562,708	US	22-Oct-13
THREE DIMENSIONAL FILTER	DiversiTech Corporation	Granted	13/624178	21-Sep-12	8,709,320	US	29-Apr-14
TWO-PIECE PLASTIC EQUIPMENT PAD	DiversiTech Corporation	Granted	12/364260	2-Feb-09	7,780,140	US	24-Aug-10
UNIVERSAL LINE COMPONENTS DUCT ELBOW	DiversiTech Corporation	Published	15/040043	10-Feb-16		US	
VARIABLE TORQUE MOTOR STARTING DEVICE	DiversiTech Corporation	Granted	10/798238	11-Mar-04	6,982,539	US	3-Jan-06

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