## 504471169 07/24/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4517871

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	YANCE: SECURITY INTEREST	
SEQUENCE:	2	

### **CONVEYING PARTY DATA**

Name	Execution Date
SENORET CHEMICAL COMPANY	06/21/2017

#### **RECEIVING PARTY DATA**

Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		

### **PROPERTY NUMBERS Total: 10**

Property Type	Number
Patent Number:	D515175
Patent Number:	6532696
Patent Number:	7540111
Patent Number:	7204054
Patent Number:	9370176
Patent Number:	9351482
Patent Number:	8640379
Patent Number:	8746513
Application Number:	15152345
Application Number:	15152383

#### **CORRESPONDENCE DATA**

**Fax Number:** (714)755-8290

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:** 714-540-1235 **Email:** ipdocket@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000 COSTA MESA, CALIFORNIA 92626

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ATTORNEY DOCKET NUMBER:	Y DOCKET NUMBER: 040896-0069	
NAME OF SUBMITTER:	ANNA T KWAN	
SIGNATURE:	/atk/	
DATE SIGNED:	07/24/2017	
Total Attachments: 5		

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 21, 2017 (this "Patent Security Agreement"), is made by Senoret Chemical Company, a Missouri corporation (the "Grantor"), in favor of Ares Capital Corporation (in its individual capacity, "Ares"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 21, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto, Ares, as administrative agent, collateral agent, and revolver agent for the Lenders and Ares Capital Management LLC and Varagon Capital Partners L.P. as joint lead arrangers and joint bookrunners, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of June 21, 2017, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and this Patent Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the "Patent Collateral"):
  - a. all of its Patents, including, without limitation, those referred to on Schedule I hereto;
  - b. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

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- c. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement or other violation or impairment thereof; and
- d. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.
- Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- Section 4. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 5. <u>Successors and Assigns</u>. The provisions of this Patent Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- Section 6. <u>Governing Law.</u> This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
  - Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SENORET CHEMICAL COMPANY, a Missouri cocoration, as Grantor

By:

Name: Andrew Church

Title: Chief Financial Officer and Secretary

Patent Security Agreement

# ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION, as Collateral Agent

By:

Name:

Mitchell Goldstein Authorized Signatory Title:

Patent Security Agreement

## SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patents and Patent Applications

PATENT TITLE	COUNTRY	APPL: NO. FILING DATE	PAT. NO. ISSUE DATE	GRANTOR
BAIT STATION	US	29/215860 10/26/2004	D515175 2/14/2006	SENORET CHEMICAL COMPANY
HOLDER FOR LIQUID INSECT BAIT	US	09/910550 7/23/2001	6532696 3/18/2003	SENORET CHEMICAL COMPANY
INSECT BAIT STAKE	US	10/858325 6/1/2004	7540111 6/2/2009	SENORET CHEMICAL COMPANY
INSECTICIDAL ACTIVATABLE BAIT STATION	US	11/345205 2/1/2006	7204054 4/17/2007	SENORET CHEMICAL COMPANY
MOLE TRAP AND METHOD OF OPERATION THEREFOR	US	14/157265 1/16/2014	9370176 6/21/2016	SENORET CHEMICAL COMPANY
MOLE TRAP AND METHOD OF OPERATION THEREFOR	US	14/157242 1/16/2014	9351482 5/31/2016	SENORET CHEMICAL COMPANY
MOLE TRAP AND METHOD OF OPERATION THEREFOR	US	12/830032 7/2/2010	8640379 2/4/2014	SENORET CHEMICAL COMPANY
MOLE TRAP AND METHOD OF OPERATION THEREFOR	US	15/152345 5/11/2016		SENORET CHEMICAL COMPANY
MOLE TRAP AND METHOD OF OPERATION THEREFOR	US	15/152383 5/11/2016		SENORET CHEMICAL COMPANY
SHAKER CAN	US	13/559203 7/26/2012	8746513 6/10/2014	SENORET CHEMICAL COMPANY

RECORDED: 07/24/2017

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