## 504677473 12/07/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4724195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
ULTRA PREMIUM OILFIELD SERVICES, LTD.	12/07/2017

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN
Internal Address:	FLOOR 12, IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number
Patent Number:	9677346
Application Number:	13798330
Application Number:	13114757
Application Number:	15423352
Patent Number:	9388925
Application Number:	15178772
Patent Number:	6322110
Patent Number:	5765836
Patent Number:	6041487
Application Number:	62505262
Patent Number:	6341642
Patent Number:	6502627
Patent Number:	6374901
Patent Number:	7237414
Patent Number:	7220325
Patent Number:	6682613
Patent Number:	6024646
Patent Number:	6006822
Patent Number:	6557622

PATENT REEL: 044335 FRAME: 0099

504677473

#### **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: (312) 558-6352 Email: mfoy@winston.com

Correspondent Name: MICHELLE FOY, WINSTON & STRAWN LLP

Address Line 1: 35 WEST WACKER DRIVE

Address Line 2: SUITE 4200

Address Line 4: CHICAGO, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	180075.4
NAME OF SUBMITTER:	MICHELLE FOY
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	12/07/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

#### **Total Attachments: 11**

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#### PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "<u>Patent Security Agreement</u>") is made this 7th day of December, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantors</u>"), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent for each of the Lenders (in such capacity, together with its successors and assigns in such capacity, "<u>Administrative Agent</u>").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among IPSCO TUBULARS INC., a Delaware corporation, TMK IPSCO INTERNATIONAL, L.L.C., a Delaware limited liability company, IPSCO KOPPEL TUBULARS, L.L.C., a Delaware limited liability company, IPSCO TUBULARS (KY) INC., a Kentucky corporation, and ULTRA PREMIUM OILFIELD SERVICES, LTD., a Kentucky limited partnership (each, a "Borrower," and collectively, the "Borrowers"), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors and the other Loan Parties party thereto shall have executed and delivered to Administrative Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, on behalf of and for the benefit of the Secured Parties, this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in <u>Article I</u> of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds (as such terms are defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt (but in any event not to exceed five (5) Business Days from the date on which such Grantor receives such new patent rights) notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule I</u> to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

## 7. CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.

- (a) <u>CHOICE OF LAW</u>. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.
- (b) <u>CONSENT TO JURISDICTION</u>. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.
- (c) <u>WAIVER OF JURY TRIAL</u>. EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:** 

**ULTRA PREMIUM OILFIELD** SERVICES, LTD., a Kentucky limited partnership

By: UPOS GP, L.L.C., its general partner

By: TMK NSG, L.L.C., a Delaware limited liability company, its sole member

Name: Peter Dimitri Galitzine

Title: Chairman & Chief Executive Officer

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_\_\_\_Name: Christy L. West Title: Authorized Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT** 

**REEL: 044335 FRAME: 0105** 

# SCHEDULE I to PATENT SECURITY AGREEMENT

# **Patents**

Grantor	Title	Jurisdiction	Official Reference	Status	Filing Date
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Argentina	P130104348	Pending	26-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Australia	2013352493	Allowed	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Australia	2016201258	Pending	26-Feb-16
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Bolivia	SP-0365-2013	Pending	27-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Brazil	BR 112015012235-3	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Brazil	BR1320160073552	Pending	1-Apr-16
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Canada	2,892,670	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	China	ZL201380062028.1	Granted	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Colombia	16379	Granted	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Gulf Cooperation Council	2013/25868	Pending	26-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Gulf Cooperation Council	2016/30921	Pending	29-Feb-16
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Hong Kong	16101086.5	Pending	29-Jan-16
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Indonesia	P-00201503856	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Japan	2015-545142	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Korea	10-2015-7017131	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Malaysia	2015001388	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Mexico	MX/a/2015/006702	Pending	25-Nov-13

Schedule I to Patent Security Agreement

Ultra	Tubular Connection with Helically Extending Torque Shoulder	Nigeria	4166	Granted	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Poland	P-412632	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Russia	2015124379	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Russia	2016107427	Pending	1-Mar-16
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Saudi Arabia	515360482	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Singapore	11201504148X	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Thailand	1501002842	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Ukraine	201505488	Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	United Arab Emirates		Pending	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	United Kingdom	2524675	Granted	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	United Kingdom	1602961.3	Pending	19-Feb-16
Ultra	Tubular Connection with Helically Extending Torque Shoulder	United States of America	9,677,346	Granted	25-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	United States of America	2014/0145433	Pending	18-Feb-16
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Uruguay	35.15	Pending	28-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Venezuela	2013-1491	Pending	28-Nov-13
Ultra	Tubular Connection with Helically Extending Torque Shoulder	Vietnam	1-2015-01898	Pending	25-Nov-13
Ultra	Tubular Connection and Associated Thread Form	Argentina	P120101789	Pending	18-May-12
Ultra	Tubular Connection and Associated Thread Form	Australia	2012259032	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Bolivia	SP-0162-2012	Pending	17-May-12
Ultra	Tubular Connection and Associated Thread Form	Brazil	BR112013027618-5	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Canada	2,834,586	Pending	21-May-12

Ultra	Tubular Connection and Associated Thread Form	Chile	3323-2013	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	China	ZL201280024836.4	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Colombia	6435	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Eurasian Patent Organization	201301285	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	European Patent Convention	12724267.5	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Gulf Cooperation Council	2012/21202	Pending	6-May-12
Ultra	Tubular Connection and Associated Thread Form	Hong Kong	14107151.4	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Indonesia	W-00201306039	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Japan	2014-512909	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Japan	2016-228078	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Malaysia	PI 2013004087	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Mexico	340,698	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	New Zealand	616778	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Nigeria	1611	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Singapore	194916	Granted	21-May-12
Ultra	Tubular Connection and Associated Thread Form	South Africa	2013/07957	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	Ukraine	a2013-15154	Pending	21-May-12
Ultra	Tubular Connection and Associated Thread Form	United States of America	2012/0298249	Pending	24-May-11
Ultra	Tubular Connection and Associated Thread Form	United States of America	2017/0146160	Pending	2-Feb-17
Ultra	Tubular Connection and Associated Thread Form	Uruguay	34089	Pending	23-May-12
Ultra	Tubular Connection and Associated Thread Form	Venezuela	00678-2012	Pending	24-May-12

Ultra	Tubular Connection and Associated Thread Form	Vietnam	1-2013-03931	Pending	21-May-12
Ultra	Tubular Connection Center Shoulder Seal	Argentina	P140100276	Pending	29-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Australia	2014215661	Allowed	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Australia	2017202254	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Bolivia	SP00033-2014	Pending	4-Feb-14
Ultra	Tubular Connection Center Shoulder Seal	Brazil	BR112015018602-5	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Canada	2,900,152	Granted	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	China	201480007175.3	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Colombia	15-207915	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Gulf Cooperation Council	2014/26359	Pending	2-Feb-14
Ultra	Tubular Connection Center Shoulder Seal	Hong Kong	16103831.9	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Indonesia	P-00201505377	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Japan	2015-556081	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Korea	10-2015-7021061	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Malaysia	2015001944	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Mexico	MX/a/2015/009814	Allowed	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Nigeria	NG/PT/C/2015/1349	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Russia	2015137167	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Saudi Arabia	515360848	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Singapore	10201604647X	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Singapore	11201506085X	Granted	28-Jan-14

Ultra	Tubular Connection Center Shoulder Seal	Thailand	1501004413	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	Ukraine	A 2015 07421	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	United Arab Emirates	P986/15	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	United Kingdom	1702614.7	Pending	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	United Kingdom	GB2526963B	Granted	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	United States of America	9,388,925	Granted	28-Jan-14
Ultra	Tubular Connection Center Shoulder Seal	United States of America	2016/0281441	Pending	10-Jun-16
Ultra	Tubular Connection Center Shoulder Seal	Uruguay	35303	Pending	4-Feb-14
Ultra	Tubular Connection Center Shoulder Seal	Vietnam	1-2015-03082	Pending	28-Jan-14
Ultra	Tubular Connection	Argentina	AR016813	Granted	10-Aug-98
Ultra	Tubular Connection	United States of America	6,322,110	Granted	10-Aug-98
Ultra	Sealing System	United States of America	5,765,836	Granted	16-Jul-97
Ultra	Sealing System	United States of America	6,041,487	Granted	6-May-98
Ultra	Curvilinear Sealing System	United States of America	62/505,262	Provisional	12-May-17
Ultra <sup>1</sup>	Controllable Variable Magnetic Field Apparatus for Flow Control of Molten Steel in a Casting Mold	United States of America	6,341,642	Granted	24-Sep-99
Ultra	Controllable Variable Magnetic Field Apparatus for Flow Control of Molten Steel in a Casting Mold	United States of America	6,502,627	Granted	17-Sep-01
Ultra	Differential Quench Method and Apparatus	United States of America	6,374,901	Granted	9-Jul-99
Ultra	Coiler Drum with Raised Surfaces	United States of America	7,237,414	Granted	3-Jul-07
Ultra	High-Strength MicroAlloy Steel	United States of America	7,220,325	Granted	2-Oct-03

 $<sup>^{1}</sup>$  The company is in the process of assigning the patents highlighted in yellow to Ultra.

Ultra	Process For Making High-Strength MicroAlloy Steel	United States of America	6,682,613	Granted	3-Apr-02
Ultra	Swaged Pin End of Pipe Connection	United States of America	6,024,646	Granted	2-Oct-97
Ultra	Controllable Variable Magnetic Field Apparatus for Flow Control of Molten Steel in a Casting Mold	United States of America	6,006,822	Granted	1-Jul-98
Ultra	Differential-Quench Method and Apparatus	United States of America	6,374,901	Granted	9-Jul-99
Ultra	Differential-Quench Method and Apparatus	United States of America	6,557,622	Granted	19-Feb-02
Ultra	Tubular Connection	United States of America	6,322,110	Granted	10-Aug-98
Ultra	Method for Producing Sealing Surfaces on a Tubular Member	United States of America	6,041,487	Granted	6-May-98

# **Patent Licenses**

None.

Schedule I to Patent Security Agreement

**RECORDED: 12/07/2017**