

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4737816

|   |   |  |                       |
|---|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                    |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                 |  |                       |
| <b>CONVEYING PARTY DATA</b>   |   |  |                       |
| <b>Name</b>   |   |  | <b>Execution Date</b> |
| GEOGLOBAL PARTNERS LLC  |   |  | 12/15/2017            |
| <b>RECEIVING PARTY DATA</b>   |   |  |                       |
| <b>Name:</b>  | GLAS TRUST CORPORATION LIMITED, AS SECURITY AGENT |  |                       |
| <b>Street Address:</b>  | 45 LUDGATE HILL                                   |  |                       |
| <b>City:</b>  | LONDON  |  |                       |
| <b>State/Country:</b>   | ENGLAND   |  |                       |
| <b>Postal Code:</b>   | EC4M 7JU  |  |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |   |  |                       |
| <b>Property Type</b>  | <b>Number</b>                                     |  |                       |
| <b>Patent Number:</b>   | D631128   |  |                       |
| <b>Patent Number:</b>   | D558230   |  |                       |
| <b>Patent Number:</b>   | D558231   |  |                       |
| <b>Application Number:</b>  | 12753443  |  |                       |
| <b>CORRESPONDENCE DATA</b>  |   |  |                       |
| <b>Fax Number:</b>  | (312)993-9767                                     |  |                       |
| <i>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.</i> |   |  |                       |
| <b>Phone:</b>   | 3129932647  |  |                       |
| <b>Email:</b>   | zeynep.gieseke@lw.com                             |  |                       |
| <b>Correspondent Name:</b>  | ZEYNEP GIESEKE                                    |  |                       |
| <b>Address Line 1:</b>  | 330 NORTH WABASH AVENUE, SUITE 2800               |  |                       |
| <b>Address Line 2:</b>  | LATHAM & WATKINS LLP                              |  |                       |
| <b>Address Line 4:</b>  | CHICAGO, ILLINOIS 60611                           |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 060964-0001                                       |  |                       |
| <b>NAME OF SUBMITTER:</b>   | ZEYNEP GIESEKE                                    |  |                       |
| <b>SIGNATURE:</b>   | /zg/  |  |                       |
| <b>DATE SIGNED:</b>   | 12/15/2017  |  |                       |
| <b>Total Attachments: 5</b>   |   |  |                       |
| source=Patent Security Agreement#page1.tif  |   |  |                       |
| source=Patent Security Agreement#page2.tif  |   |  |                       |

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source=Patent Security Agreement#page5.tif

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”), dated as of December 15, 2017, is entered into by and among the Person listed on the signature pages hereof (the “Grantor”), and GLAS TRUST CORPORATION, as security trustee for the Secured Parties (in such capacity, together with its successors in such capacity, the “Security Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the PLEDGE AND SECURITY AGREEMENT, dated as of December 15, 2017 (the “Pledge and Security Agreement”), by and among the Grantor, the other “Grantors” party thereto and the Security Agent.

B. Pursuant to the Pledge and Security Agreement, the Grantor has agreed to execute or otherwise authenticate this Patent Security Agreement for recording the Liens granted under the Pledge and Security Agreement to the Security Agent in the Grantor’s United States registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

Accordingly, the Security Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest and continuing lien in all of the Grantor’s right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Patent Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Patent Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts

(including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW.** THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

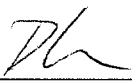
**SECTION 7. Severability.** Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 8. Notices.** All notices, requests and demands pursuant hereto shall be made in accordance with the Facilities Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor and the Security Agent have duly executed this IP Security Agreement as of the day and year first above written.

GEOGLOBAL PARTNERS LLC,  
as Grantor

By:   
Name: Birgit Kempe-Heeger  
Title: Authorised Signatory

[Signature Page - Patent Security Agreement]

GLAS TRUST CORPORATION LIMITED,  
as Security Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Iva Bardhi

Transaction Manager

[Signature Page to Patent Security Agreement]

SCHEDULE A TO THE  
PATENT  
SECURITY AGREEMENT

UNITED STATES PATENTS

| <u>Grantor</u>               | <u>Title</u>                  | <u>Country</u>   | <u>Status</u> | <u>Application<br/>Number</u> | <u>Filing Date</u> | <u>Patent<br/>Number</u> | <u>Issue Date</u> |
|------------------------------|-------------------------------|------------------|---------------|-------------------------------|--------------------|--------------------------|-------------------|
| GeoGlobal<br>Partners<br>LLC | Floating<br>Water<br>Fountain | United<br>States | Registered    | 29358977                      | 4/2/2010           | D631128                  | 01/18/2011        |
| GeoGlobal<br>Partners<br>LLC | Floating UV<br>Fountain       | United<br>States | Pending       | 12753443                      | 4/2/2010           | 20110240757              | 10/06/2011        |
| GeoGlobal<br>Partners<br>LLC | Pump                          | United<br>States | Registered    | 29250339                      | 11/10/2006         | D558230                  | 12/25/2007        |
| GeoGlobal<br>Partners<br>LLC | Pump                          | United<br>States | Registered    | 29250341                      | 11/10/2006         | D558231                  | 12/25/2007        |