

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4746460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SOCLEAN, INC.	12/20/2017
SOCLEAN BUYER, INC.	12/20/2017
RECEIVING PARTY DATA	
Name:	WHITE OAK HEALTHCARE FINANCE, LLC
Street Address:	900 THIRD AVENUE
Internal Address:	18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	9358316
Patent Number:	9610373
Patent Number:	9616147
Patent Number:	9669124
Patent Number:	D719673
Patent Number:	D719674
Application Number:	15142085
Application Number:	15141152
Application Number:	15330789
Application Number:	15441929
Application Number:	15481919
Application Number:	15444916
Application Number:	15499456
Application Number:	15499378
Patent Number:	D802788
Application Number:	15498884
Application Number:	15499167
Application Number:	15498954

Property Type	Number
Application Number:	15499070
Application Number:	29562755

CORRESPONDENCE DATA

Fax Number: (404)443-5697

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: 404-443-5649

Email: lallen@mcguirewoods.com

Correspondent Name: LATOSHA ALLEN, PARALEGAL

Address Line 1: MCGUIREWOODS LLP

Address Line 2: 1230 PEACHTREE ST., N.E., STE. 2100

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2071526-0007 SOLEAN
NAME OF SUBMITTER:	LATOSHA E. ALLEN
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	12/21/2017

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2017 (this "Agreement"), is made by **SOCLEAN, INC.**, a Massachusetts corporation ("Grantor"), in favor of **WHITE OAK HEALTHCARE FINANCE, LLC** ("White Oak"), as administrative agent for the Lenders referred to below (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for all Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 20, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and Administrative Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to the Loan Agreement, to Administrative Agent a security interest in all of Grantor's Intellectual Property (as defined in the Loan Agreement); other than Excluded Property (as defined therein); and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Administrative Agent, for itself and the ratable benefit of the Lenders, in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Administrative Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in **Section 1.02** of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges, assigns, and hypothecates to Administrative Agent, for itself and the ratable benefit of the Lenders, and grants to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under any and all of the following Collateral of Grantor now existing or at any time hereafter owned, acquired, created, generated, or held by Grantor (collectively, "Intellectual Property Collateral"), provided that the Intellectual Property Collateral shall not include the Excluded Property (as defined in the Loan Agreement):

(a) (i) All issued or granted or registered patents in the United States or any other country, all utility models in any country, and patent applications (whether filed or unfiled) in the United States, international (e.g. PCT), or any other country; and (ii) all reissues, continuations, continuations-in-part, divisionals, reexaminations, substitutions or extensions

thereof, now or hereafter existing, created, generated, acquired, or held, including without limitation, the patents and patent applications set forth on Exhibit A attached hereto (collectively, the “**Patents**”);

(b) All trademarks, trade dress, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and applications thereof in the United States, any State or Territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all Goodwill associated with or symbolized by any of the foregoing, now or hereafter existing, created, generated, acquired, or held, including without limitation, those set forth on Exhibit B attached hereto (collectively, the “**Trademarks**”);

(c) Any and all claims against third parties for damages by way of past, present or future infringement of any of the rights included above, with the right to collect such damages for said use or infringement of the intellectual property rights identified above;

(d) All licenses or other rights to use any of the Patents, Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, extensions, renewals and extensions of any of the Patents or Trademarks; and

(f) All proceeds and products of the foregoing, including without limitation, license royalties, proceeds of infringement suits, and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in furtherance of and in conjunction with, and not in limitation of, the security interest granted to Administrative Agent, for itself and the ratable benefit of the Lenders, pursuant to the Loan Agreement and Grantor and Administrative Agent hereby acknowledge and agree that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is not intended to modify the applicable terms and conditions of the Loan Agreement and to the extent of any conflict, the Loan Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or in “pdf” format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.


Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]

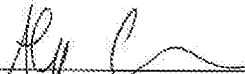
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SOCLEAN, INC., a Massachusetts corporation
as Grantor

By: 
Name: Aly Champs
Title: Assistant Treasurer & Assistant Secretary

SOCLEAN BUYER, INC., a Delaware
corporation
as Grantor

By: 
Name: Aly Champs
Title: President

ACCEPTED AND AGREED

as of the date first above written:

WHITE OAK HEALTHCARE FINANCE, LLC,
as Administrative Agent

By: 

Name: Jason Dufour

Title: Managing Director

[Signature Page to Patent and Trademark Security Agreement]

EXHIBIT A

Patents

SoClean, Inc.

U.S. Patents

1. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, Patent No: 9,358,316 B2, Date of Patent: June 7, 2016.
2. Systems, Methods, and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, Patent No: 9,610,373 B2, Date of Patent: April 4, 2017.
3. Systems, Methods, and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, Patent No: 9,616,147 B2, Date of Patent: April 11, 2017.
4. Devices, Systems and Methods for Treating Multiple Medical Devices having Passageways with Ozone Gas, Patent No: 9,669,124 B2, Date of Patent June 6, 2017.
5. Sanitizing Machine with Top Door Open, Design Patent No. D719,673, Filed Jan. 15, 2014.
6. Portable Sanitizing Machine, Design Patent No. 719,674, Filed Jan. 15, 2014.
7. Ozone Treatment Device, Design Patent No. D802,788, Filed April 28, 2016.

U.S. Patent Applications

8. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, Application No. 15/142,085, filed April 29, 2016.
9. Devices, Systems and Methods for Treating Multiple Medical Devices having Passageways with Ozone Gas, Application No. 15/141,152, filed April 28, 2016.
10. Devices, Systems and Methods for Ozone Sanitization of Continuous Positive Airway Pressure Devices, Application No. 15/330,789, filed November 7, 2016, Allowed, awaiting grant number (intending to file a divisional application).
11. Systems, Methods, and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, Application No: 15/441,929, filed February 24, 2017.
12. Devices, Systems and Methods for Treating Medical Devices having Passageways with Ozone Gas, Application No. 15/481,919, Filed April 7, 2017 Allowed, awaiting grant number (intending to file a divisional application).
13. Systems, Methods, and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, Application No: 15/444,916, filed February 28, 2017.
14. Technologies for Sanitizing Reservoirs, Application No. 15/499,456, filed April 27, 2017.
15. [INC009] Technologies for Sanitizing Mist Humidifiers, Application No. 15/499,378, filed April 27, 2017.

16. [INC005] Technologies for Sanitizing Beverage Makers, Application No. 15/498,884, filed April 27, 2017.
17. [INC006] Technologies for Sanitizing Beverage Makers, Application No. 15/499,167, filed April 27, 2017.
18. [INC007] Dual Channel Connector Units, Devices, Methods, and Systems Including the Same, Application No. 15/498,954, filed April 27, 2017.
19. [INC008] Technologies for Sanitizing Humidifiers, Application No. 15/499,070, filed April 27, 2017.
20. Ozone Treatment Device, Design Patent Application No. 29/562,755, Filed April 28, 2016, Allowed, awaiting grant number.

Foreign Patents

21. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, China Patent No: ZL201280043801.5, Filed July 13, 2012.
22. Ozone Treatment Device, EP Design Patent No. 003438449-0001, Filed October 28, 2016.
23. Sanitizing Apparatus, EP Design Patent No. 002502583-0001-0002, Filed July 15, 2014.

Foreign Patent Applications

24. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, EP Patent Application No. 12814769.1, Filed July 13, 2012, Allowed, Awaiting Grant Number.
25. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, EP Patent Application No. 17184640.5, Filed Aug 3, 2017 with priority to July 13, 2012.
26. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, AU Patent Application No. 2016203846, Filed June 9, 2016, Allowed, Awaiting Grant Number.
27. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, AU Patent Application No. 2017228723, Filed September 17, 2017 with priority to July 13, 2012.
28. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, HK Patent Application No. 14110918.2, Filed October, 30, 2014, Allowed, Awaiting Grant Number.
29. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, HK Patent Application No. 17104063.5, Filed April 20, 2017, divisional with priority date.
30. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, CN Divisional Patent Application No. 201610517515.8, Filed 2017, with priority to July 13 2012.

31. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, CN Divisional Patent Application No. 201710178609.1, Filed 2017, with priority to July 13 2012.
32. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, CN Divisional Patent Application No. 201710179047.2, Filed 2017, with priority to July 13 2012.
33. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, CN Divisional Patent Application No. 201710179549.5, Filed 2017, with priority to July 13 2012.
34. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, CN Divisional Patent Application No. 201710178638.8, Filed 2017, with priority to July 13 2012.
35. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, CN Divisional Patent Application No. 201710179049.1, Filed 2017 with priority to July 13, 2012.
36. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, IN Patent Application No. 60/MUMNP/2014, Filed July 13, 2012.
37. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, JP Patent Application No. 2014520352, Filed July 13, 2012.
38. Systems, Methods and Devices for Ozone Sanitization of Continuous Positive Airway Pressure Devices, KR Patent Application No. 2014-520352, Filed July 13 2012.

EXHIBIT B

Trademarks

SoClean, Inc.

Mark	Country	Application Date	Application No.	Registration Date	Registration No.
Better Rest Solutions (word)	US	March 25, 2013	85885508	11/26/2013	4439305
Better Rest Solutions (word)	US	Aug. 30, 2012	85716717	05/14/2013	4374968
ProLab	US	Jan. 23, 2017	87310152		Allowed
SoClean (word)	US	Jan. 27, 2012	85527341	9/18/2012	4209423
SoClean (word)	US	Nov. 27, 2012	85788046	Apr. 23, 2013	4324591
SoClean (stylized)	EU	Sept. 15, 2014	13258876	1/26/2015	13258876
SoClean (Chinese)	China	Feb. 20, 2014	14044304	3/28/2015	14044304
SoClean (word)	Australia	Sept. 24, 2015	1723740	9/24/2015	1723740
SoClean (word)	New Zealand	Sept. 24, 2015	1028368	9/24/2015	1028368
SoClean (word)	US	Jan. 23, 2017	87/310109	Aug. 22, 2017	5270540
SoClean 2 Go (word)	US	June 18, 2014	86/312892	Dec. 22, 2015	4875238
SoClean (word)	Madrid: Cambodia, China, Egypt, India, Israel, Japan, Mexico, New Zealand, Phillipines, Korea, Republic of Russia Federation, Singapore, Turkey, Ukraine, Vietnam	Feb. 22, 2017	A0065187		pending
SoClean	Canada	Sept. 28, 2017	1,859,954		pending

(word)					
SoClean (word)	China		23713979, 23713229, 25231604		pending
SoClean	Singapore	Feb. 22, 2017	40201713617Y		pending
SoClean	Cambodia	Feb. 22, 2017	KH/1355698/ M		pending
SoClean	Israel	Feb. 22, 2017	296440		pending
SoClean	Philippines	Feb. 22, 2017	1355698		pending
SoClean	Philippines	Feb. 22, 2017	M11355698		pending
SoClean	New Zealand	Feb. 22, 2017	1071346		pending
SoClean	World IP Organization	Feb. 22, 2017	1355698		pending
SoClean	EU	Feb. 22, 2017	13018361		inactive
So Clear	US	Jan. 20, 2017	87308168		pending