

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4884388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SHORT FORM SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREENE'S ENERGY GROUP, LLC	03/23/2018
RECEIVING PARTY DATA	
Name:	CIT NORTHBRIDGE CREDIT LLC
Street Address:	11757 KATY FREEWAY, SUITE 700
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77079
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8731849
Patent Number:	9174146
Patent Number:	8667963
Patent Number:	8814992
CORRESPONDENCE DATA	
Fax Number:	(617)523-6850
<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>	
Phone:	617-523-6700
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Correspondent Name:	HOLLAND & KNIGHT LLP
Address Line 1:	10 ST. JAMES AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	155248.00006
NAME OF SUBMITTER:	SUSAN C. DINICOLA
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	03/26/2018
Total Attachments: 5	
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PATENT SHORT FORM SECURITY AGREEMENT

PATENT SHORT FORM SECURITY AGREEMENT dated as of March 23, 2018, (this “**Agreement**”), among GREENE’S ENERGY GROUP, LLC, a Texas limited liability company (the “**Grantor**”) and CIT NORTHBRIDGE CREDIT LLC, a Delaware limited liability company (“**CNC**”), as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “**Agent**”).

Reference is made to the Loan, Security and Guarantee Agreement dated as of March 23, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among the Grantor, as Borrower, GREENE’S HOLDING CORPORATION, a Delaware corporation (“**Parent**”), GEG GP HOLDINGS, L.L.C., a Texas limited liability company (“**GEG Holdings**”), any other Grantors from time to time party hereto, the financial institutions party to thereto from time to time (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Loan Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 under the laws of the United States; (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the “**Patents**”); and

(b) all rights and privileges arising under Applicable Law with respect to the Grantor’s use of any Patents;

(c) all inventions and improvements described and claimed therein;

(d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto;

(e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof;

(f) all rights corresponding thereto throughout the world; and

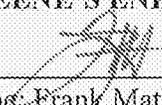
(g) all rights to sue for past, present or future infringements thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first above written.

GREENE'S ENERGY GROUP, LLC

By:  _____

Name: Frank Mathews

Title: President and Chief Operating Officer

[Signature Page – Patent Security Agreement]

#55897190

PATENT
REEL: 045728 FRAME: 0872

CIT NORTHBRIDGE CREDIT LLC, as
Agent

By: David Chang
Name: David Chang
Title: Vice President

[Signature Page – Patent Security Agreement]

#55897190

PATENT
REEL: 045728 FRAME: 0873

Schedule I

Issued Patents

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
US	8,731,849	20 May 2014	Hydrostatic Pressure Testing System and Method
US	9,174,146	3 November 2015	Closed Gas Buster Separation System and Method
US	8,667,963	11 March 2014	Flange Bolt Cutter
US	8,814,992	26 August 2014	Gas Expansion Cooling Method

[Schedule – Patent Security Agreement]

#55897190

RECORDED: 03/26/2018

**PATENT
REEL: 045728 FRAME: 0874**