

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5079642

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date
NEUTRONICS, INC.	07/03/2018

RECEIVING PARTY DATA

Name:	AEA MEZZANINE FUND IV LP, AS COLLATERAL AGENT
Street Address:	666 FIFTH AVENUE, 36TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6889537
Patent Number:	6810714
Patent Number:	5610398

CORRESPONDENCE DATA

Fax Number: (919)286-8199

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: 9192868000

Email: PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BLVD., SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	043755.003
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	08/02/2018

Total Attachments: 3

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source=(2018) NGSIP - Neutronics to AEA Mezzanine Fund IV LP, as Collateral Agent#page3.tif

NOTICE OF GRANT OF A SECURITY INTEREST—PATENTS

This NOTICE OF GRANT OF A SECURITY INTEREST—PATENTS (this “*Notice of Grant of a Security Interest—Patents*”) is made as of July 3, 2018, by and among NEUTRONICS, INC., a Pennsylvania corporation (“*Grantor*”) and AEA MEZZANINE FUND IV LP, in its capacity as Collateral Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor is party to a Second Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents, together with, among other things, the goodwill of the business symbolized by Patents owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing second priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Patents 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—
Patents to be duly executed by its officer thereunto duly authorized as of the date first set forth
above.

NEUTRONICS, INC.

By: 
Name: Brian Robbins
Title: Treasurer and Secretary

[Signature Page to Second Lien Notice of Grant of a Security Interest—Patents]

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

1. Patent Registrations and Applications

Description	Application No.	Application Date	Publication / Registration No.	Publication/ Registration Date	Owner/ Applicant
METHOD OF REFRIGERANT LEAK SEALANT ADDITIVE DETECTION	10/900,629	7/28/2004	6,889,537	5/10/2005	Neutronics, Inc.
DEVICE FOR REFRIGERANT LEAK SEALANT ADDITIVE DETECTION	10/348,265	1/21/2003	6,810,714	11/2/2004	Neutronics, Inc.
SYSTEM AND METHOD FOR IDENTIFYING AUTOMOTIVE AND COMMERCIAL REFRIGERANTS	08/401,205	3/9/1995	5,610,398	3/11/1997	Neutronics, Inc.