

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5208121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ECOSERV TECHNOLOGIES, LLC	10/24/2018
ECOSERV ENVIRONMENTAL MANAGEMENT COMPANY, LLC	10/24/2018
RECEIVING PARTY DATA	
Name:	MIDCAP FUNDING X TRUST, AS ADMINISTRATIVE AGENT
Street Address:	7255 WOODMONT AVE., STE 200
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15989628
CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
<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:	312-201-3865
Email:	sharon.patterson@goldbergkohn.com
Correspondent Name:	SHARON PATTERSON, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD., 55 E. MONROE ST.
Address Line 2:	STE. 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6605.037
NAME OF SUBMITTER:	SHARON PATTERSON
SIGNATURE:	/sharon patterson/
DATE SIGNED:	10/26/2018
Total Attachments: 5	
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SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT SECURITY AGREEMENT (the "**Supplement**") made as of this 24th day of October, 2018 by each Grantor listed on the signature pages hereof (each, a "**Grantor**" and collectively, the "**Grantors**"), in favor of MIDCAP FUNDING X TRUST, a Delaware statutory trust, as successor by assignment from MidCap Financial Trust, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Patent Agreement) (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

WHEREAS, Grantors, certain affiliates of Grantors, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of May 8, 2018 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Grantors and Grantee are parties to a certain Patent Security Agreement dated as of May 8, 2018 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Patent Agreement**"; capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Patent Agreement);

WHEREAS, pursuant to the terms of the Patent Agreement, each Grantor has granted to Grantee to secure the Obligations a security interest in and to all of such Grantor's now existing and hereafter New Patents and all proceeds thereof; and

WHEREAS, also pursuant to the Patent Agreement, each Grantor has agreed that in connection with the acquisition by such Grantor of any New Patents, such Grantor shall deliver to Grantee a Supplement to the Patent Agreement in the form of Exhibit A to such Patent Agreement pursuant to which such Grantor shall grant and reconfirm the grant by them of a security interest in all such New Patents and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, each Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantors provided for or created under the Credit Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Patent Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the New Patents listed on Schedule 1 to this Supplement, including any reissues, divisions, continuations, renewals,

extensions and continuations in part thereof, and all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future infringement, and agrees that all such New Patents and the proceeds thereof shall be included in and be part of the Patent Collateral and otherwise subject to all of the terms and provisions of the Patent Agreement.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued New Patents and pending applications for Patents owned by such Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Patent Agreement or (ii) listed on the Schedule 1 delivered in connection with any Supplement to the Patent Agreement delivered by such Grantor to Grantee prior to the date hereof.

3. Incorporation of the Patent Agreement. The terms and provisions of the Patent Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Patent Agreement, all of the provisions of which Patent Agreement are and remain in full force and effect. Any reference after the date hereof in any Security Document to the Patent Agreement shall be a reference to the Patent Agreement as amended and supplemented by this Supplement.


4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

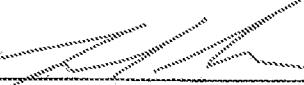
IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Patent Security Agreement as of the day and year first hereinabove set forth.

GRANTORS:

ECOSERV TECHNOLOGIES, LLC, a Louisiana
limited liability company

By: 
Name: Robert Driskell
Title: Chief Financial Officer

**ECOSERV ENVIRONMENTAL MANAGEMENT
COMPANY, LLC**, a Louisiana limited liability
company

By: 
Name: Robert Driskell
Title: Chief Financial Officer

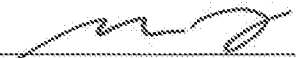
Accepted and agreed to as of the date first above written.

GRANTEE:

MIDCAP FUNDING X TRUST, a Delaware statutory trust, as successor by assignment from MidCap Financial Trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP,
LLC, its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

**SCHEDULE 1 TO SUPPLEMENT TO PATENT SECURITY AGREEMENT
DATED OCTOBER 24, 2018**

Patent Applications

PATENT	APPLICATION NUMBER	FILING DATE	GRANTOR
Devices, Systems, and Methods for Cleaning Vessels	15/989,628	May 25, 2018	ECOSERV TECHNOLOGIES, LLC