

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5274649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
STORMTRAP LLC	12/10/2018
FRESH CREEK TECHNOLOGIES, LLC	12/10/2018
RECEIVING PARTY DATA	
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT
Street Address:	C/O MONROE CAPITAL LLC 311 SOUTH WACKER DRIVE, SUITE 6400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6991402
Patent Number:	7160058
Patent Number:	7344335
Patent Number:	8770890
Patent Number:	9428880
Patent Number:	9464400
Application Number:	15221348
Patent Number:	D617867
Patent Number:	6576141
Patent Number:	6478954
Patent Number:	6651825
Patent Number:	6866153
Patent Number:	9695584
Application Number:	15422298
Patent Number:	5562819
Patent Number:	9951508
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100

PATENT

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: 4045723408
Email: mramic@kslaw.com
Correspondent Name: MIA RAMIC KING & SPALDING LLP
Address Line 1: 1180 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	23772.015002
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	12/10/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

source=PSA#page1.tif
source=PSA#page2.tif
source=PSA#page3.tif
source=PSA#page4.tif
source=PSA#page5.tif
source=PSA#page6.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of December 10, 2018, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1, together with any reissues, continuations or extensions thereof; and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 and any Patent issued pursuant to a Patent application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Patents” and “Proceeds” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

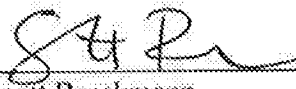
“Patents” means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all goodwill associated therewith; (b) all applications for letters patent of the United States or any other country and all divisions, continuations, and continuations-in-part thereof; and (c) all rights to obtain any reissues or extensions of the foregoing.

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

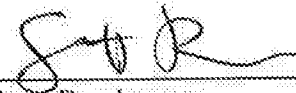
[Signature pages follow]

Each Grantor is signing this Patent Security Agreement as of the date stated in the introductory clause.

STORMTRAP LLC,
an Illinois limited liability company,
as a Grantor

By: 
Name: Scott Bruckmann
Title: Authorized Signatory

FRESH CREEK TECHNOLOGIES, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Scott Bruckmann
Title: Authorized Signatory

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Patent Security Agreement]

PATENT
REEL: 047727 FRAME: 0755

Each Grantor is signing this Patent Security Agreement as of the date stated in the introductory clause.

STORMTRAP LLC,
an Illinois limited liability company,
as a Grantor

By: _____
Name: _____
Title: _____

FRESH CREEK TECHNOLOGIES, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By:  _____
Name: Gerry Burrows
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 047727 FRAME: 0756

SCHEDULE 1

PATENT COLLATERAL

<u>Title</u>	<u>Patent No. or Application Serial Number</u>	<u>Country</u>	<u>Owner</u>
Methods and Modules for an Underground Assembly for Storm Water Retention or Detention	6,991,402	US	StormTrap
Methods and Module for an Underground Assembly for Storm Water Retention or Detention	7,160,058	US	StormTrap
Methods and Modules for an Underground Assembly for Storm Water Retention or Detention	7,344,335	US	StormTrap
Module and Assembly for Managing the Flow of Water	8,770,890	US	StormTrap
Module and Assembly for Managing the Flow of Water and Other Fluids	9,428,880	US	StormTrap
Module and Assembly for Managing the Flow of Water and Other Fluids	9,464,400	US	StormTrap
Module and Assembly for Managing the Flow of Water	15/221,348	US	StormTrap
Module and Assembly for Managing the Flow of Water	9,951,508	US	StormTrap
Module for an Underground Assembly for Storm Water Retention or Detention (Design)	D617,867	US	StormTrap
Apparatus and Method for	6,576,141	US	Fresh Creek

Collecting Floating Debris			
Debris Collecting Apparatus	6,478,954	US	Fresh Creek
Disposable Net Assemblies for Apparatus for Collecting Floating Debris	6,651,825	US	Fresh Creek
Disposable Net Assemblies for Apparatus for Collecting Floating Debris	6,866,153	US	Fresh Creek
Inclined Plates for CSO	9,695,584	US	Fresh Creek
Inclined Plates for CSO	15/422,298	US	Fresh Creek
Apparatus for Trapping, Signalling Presence of and Collecting Debris in Waterways	5,562,819	US	Fresh Creek