

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5331376

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADVANCED ABSORBENT TECHNOLOGIES, LLC	01/14/2019
RECEIVING PARTY DATA	
Name:	SCS INNOVATIONS, LLC
Street Address:	222 NORTH LASALLE, SUITE 700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
Name:	DELLINSF USA, INC.
Street Address:	1922 GREEN ST.
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19130
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9693911
Patent Number:	9707135
Application Number:	15935596
PCT Number:	US2018022111
Application Number:	15709946
Application Number:	15625132
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	smertens@stradley.com
Correspondent Name:	STRADLEY RONON STEVENS & YOUNG, LLP
Address Line 1:	30 VALLEY STREAM PARKWAY
Address Line 4:	MALVERN, PENNSYLVANIA 19355
ATTORNEY DOCKET NUMBER:	187034-0006

NAME OF SUBMITTER:	DAVID FITZGIBBON
SIGNATURE:	/David Fitzgibbon/
DATE SIGNED:	01/17/2019
Total Attachments: 8 source=IP SECURITY AGREEMENT#page1.tif source=IP SECURITY AGREEMENT#page2.tif source=IP SECURITY AGREEMENT#page3.tif source=IP SECURITY AGREEMENT#page4.tif source=IP SECURITY AGREEMENT#page5.tif source=IP SECURITY AGREEMENT#page6.tif source=IP SECURITY AGREEMENT#page7.tif source=IP SECURITY AGREEMENT#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 14th day of January, 2019 by and among **SCS Innovations, LLC** (“**SCS**”), **DELLINSF USA, INC.**, a Delaware corporation (“**DellinSF**”, in such capacity as agent for Holders other than SCS, together with its successors and assigns) and **ADVANCED ABSORBENT TECHNOLOGIES, LLC**, a Pennsylvania limited liability company (the “**Grantor**”). SCS and DellinSF are each “**Agents**” as such term is used herein; provided that, for the avoidance of doubt, SCS is not actually an agent for any Holder other than for itself.

RECITALS

A. The Holders (as such term is defined in the Notes (as defined herein)) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in those certain Convertible Promissory Notes by and between each Holder and Grantor, each dated the date hereof (as the same may be amended, modified or supplemented from time to time, each a “**Note**” and collectively, the “**Notes**”; capitalized terms used herein are used as defined in the Notes). The Holders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agents, for the ratable benefit of the Holders, a security interest in certain Patents and Trademarks (as described below) to secure the obligations of Grantor under the Notes.

B. Pursuant to the terms of that certain Security Agreement (the “**Security Agreement**”) by and between Grantor and Agents, Grantor has granted to Agents, for the ratable benefit of the Holders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Notes and the Indebtedness (as defined in the Security Agreement), Grantor grants and pledges to Agents, for the ratable benefit of the Holders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (the “**Collateral**”), including, without limitation, the following:

(a) Any copyrights, trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Trademarks**”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations- in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

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

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

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

This security interest is granted in conjunction with the security interest granted to Agents, for the ratable benefit of the Holders, under the Credit Agreement, and is subject to the terms and conditions of the Security Agreement. The rights and remedies of Agents with respect to the security interest granted hereby are in addition to those set forth in the Notes and the other agreements contemplated thereby, and those which are now or hereafter available to Agents as a matter of law or equity. Each right, power and remedy of an Agent provided for herein or in the Notes, the Security Agreement and the other agreements contemplated thereby, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by an Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Notes and the other agreements contemplated thereby, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. All rights of the Agents under this Agreement and all Indebtedness shall be subordinate to the rights and security interests of SCS under any Product Agreement, letter agreement or other agreement entered prior to the date hereof by and between the Grantor and SCS. The Grantor and DellinSF shall execute any reasonable subordination agreement consistent with such subordination.

On a continuing basis, Grantor will (and also hereby authorizes any Agent to) make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by an Agent, to perfect an Agent's security interest in all copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Collateral.

Grantor hereby irrevocably appoints each Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in an Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A and B, hereof, as appropriate, to include reference to any right, title or interest in any copyrights, Patents or Trademarks or other Collateral acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any copyrights, Patents or Trademarks or other Collateral in which Grantor no longer has or

claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an event of default (as defined in the Security Agreement), to transfer the Collateral into the name of an Agent or a third party to the extent permitted under the Illinois Uniform Commercial Code.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address: 110 Shea Lane
Glenmoore PA 19343

ADVANCED ABSORBENT
TECHNOLOGIES, LLC

Attn: Shawn Naim, CEO

By: 

Name:

Title:

Shawn Naim
CEO

AGENTS:

Address of Agent:

DELLINSF USA, INC.

Attn: _____

By: _____

Name: _____

Title: Authorized Signatory

SCS INNOVATIONS LLC

Address of Agent:

Attn: _____

By: _____

Name: _____

Title: Authorized Signatory

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

ADVANCED ABSORBENT
TECHNOLOGIES, LLC

Attn: _____

By: _____

Name:

Title:

AGENTS:

Address of Agent:

1922 Green Street

DELLINSF USA, INC.

Attn: FGM van Lint

By: 

Name: FGM VAN LINT

Title: Authorized Signatory

SCS INNOVATIONS LLC

Address of Agent:

Attn: _____

By: _____

Name:

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

**ADVANCED ABSORBENT
TECHNOLOGIES, LLC**

Attn: _____

By: _____
Name: _____
Title: _____

AGENTS:

Address of Agent:

DELLINSF USA, INC.

Attn: _____

By: _____
Name: _____

Title: Authorized Signatory

SCS INNOVATIONS LLC

Address of Agent:

Attn: SARA C. STAR

222 N. LA SALLE
SUITE 700
CHICAGO IL 60601

By: Sara C. Star
Name: SARA C STAR

Title: Authorized Signatory Pres.

EXHIBIT A

Trademarks

Trademarks / Registration or Application Numbers
1. ALYNE – US Trademark Registration No. 87/167,606
2. ALYNE DIAMOND QUILT – US Trademark Registration No. 87/484,637
3. ALYNE Striped Design – US Trademark Registration No. 87/405,318
4. DESIGNED TO BE MORE DIGNIFIED TO WEAR – US Trademark Registration No. 87/488,544
5. “a” within a circle logo – US Trademark Registration No. 87/665,789

EXHIBIT B

Patents

US Patents Issued

1. US 9,693,911
2. US 9,707,135

Patent Applications Filed, Pending and in Queue

1. US 2018 021,4323
2. US 218 022,111
3. US 2017 0281,427
4. US 2015 709,946
5. US 2015 625,132
6. US 2015 042,859
7. US 2014 0276,503