

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5456059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THERMA LLC	03/29/2019
RECEIVING PARTY DATA	
Name:	VIRTUS GROUP, LP, AS ADMINISTRATIVE AGENT
Street Address:	3300 N INTERSTATE 35, SUITE 350
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78705
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6513540
Patent Number:	6757576
Patent Number:	7552675
Patent Number:	7409392
Patent Number:	7891291
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
<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>	
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Correspondent Name:	JAVIER J. RAMOS
Address Line 1:	1850 K STREET, NW, SUITE 1100
Address Line 2:	MILBANK, LLP
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ATTORNEY DOCKET NUMBER:	40924.00001
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/03/2019
Total Attachments: 4	

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PATENT SECURITY AGREEMENT (SHORT FORM)

PATENT SECURITY AGREEMENT, dated as of March 29, 2019 (this “Patent Security Agreement”), by Therma LLC (the “Grantor”), in favor of Virtus Group, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Patents of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

THERMA LLC,
as Grantor

By: 


Name: Christopher J. Panichi

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 048783 FRAME: 0046

VIRTUS GROUP, LP,
as Administrative Agent

By: 
Name: _____
Title: SNR PIR.

[Signature Page to Patent Security Agreement]

**Schedule I
Patents and Patent Applications**

Patents:

<u>Patent No.</u>	<u>Owner</u>	<u>Issue Date</u>	<u>Status</u>	<u>Title/Description</u>	<u>Jurisdiction</u>	<u>Owned or Licensed</u>
6,513,540	Therma LLC	2/4/2003	Issued	System and Method for using bent pipes in high-purity fluid handling systems	USA	Owned
6,757,576	Therma LLC	6/29/2004	Issued	System and Method for drawing and manufacturing bent pipes	USA	Owned
7,552,675	Therma LLC	6/30/2009	Issued	Double Lift Tank Wine Press	USA	Owned
7,409,392	Therma LLC	8/5/2008	Issued	System and Method for managing construction projects	USA	Owned
7,891,291	Therma LLC	2/22/2011	Issued	Double Lift Tank Wine Press	USA	Owned