

Form PTO-1595 (Rev. 6-18)
OMB No. 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Quick Loadz Container System, LLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: BizCapital BIDCO I, L.L.C.

Internal Address: Suite 2230

Street Address: 909 Poydras Street

City: New Orleans

State: Louisiana

Country: USA Zip: 70112

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 25, 2019

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

US 8,870,517 B2

US 9,969,314 B2

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elizabeth A. Barrett

Internal Address: Carmody MacDonald P.C.

Street Address: 120 S. Central Ave., Suite 1800

City: St. Louis

State: Missouri Zip: 63105

Phone Number: 314-854-8600

Docket Number: _____

Email Address: eab@carmodymacdonald.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00

- Authorized to be charged to deposit account
- Enclosed (Filed electronically)
- None required (~~government interest not affecting title~~)

8. Payment Information

N/A

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elizabeth A. Barrett
Signature

6-26-19
Date

Elizabeth A. Barrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

RIDER TO SECURITY AGREEMENT - PATENTS

THIS RIDER TO SECURITY AGREEMENT (this "Rider") dated as of June 25, 2019, is made and entered into by QUICK LOADZ CONTAINER SYSTEM, LLC, an Ohio limited liability company (the "Debtor"), in favor of BIZCAPITAL BIDCO I, L.L.C., a Louisiana limited liability company, its successors and assigns (the "Secured Party"). This Rider is incorporated into and made part of that certain Security Agreement between the Debtor and the Secured Party dated as of even date herewith (as amended, modified, renewed or restated from time to time, the "Security Agreement"), and also into certain other financing documents and security agreements executed by and between the Debtor and the Secured Party (all such documents including this Rider, as the same may be amended, modified, renewed or restated from time to time being collectively referred to as "Loan Documents"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

RECITALS

WHEREAS, the Debtor has agreed to grant a security interest in and to assign to the Secured Party the Patent Collateral (as hereinafter defined), as additional collateral security for the Obligations (as defined in the Security Agreement);

WHEREAS, the Secured Party desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office,

AGREEMENT

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Debtor does hereby assign and grant to the Secured Party a lien and security interest in (a) all of the Debtor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Debtor (hereinafter referred to collectively as the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Debtor (hereinafter referred to collectively as the "Applications"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "Reissued Patents"); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Debtor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the "Patent Rights"); and (b) all rights, interests, claims and demands that the Debtor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral").

2. **Representations and Warranties.** The Debtor warrants and represents to the Secured Party that: (a) the Debtor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Debtor has full power and authority to execute and deliver this Rider; (d) the Debtor has no notice of any

suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. **Covenants.** The Debtor further covenants to the Secured Party that: (a) until all of the Obligations have been satisfied in full, the Debtor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Debtor's obligations under this Rider; and (b) if the Debtor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Debtor shall give the Secured Party prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Debtor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

4. **Maintenance of Patent Collateral.** The Debtor further covenants that until all of the Obligations have been satisfied in full, it will (a) not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Debtor's undertakings and covenants under this Rider or which restrict or impair the Secured Party's rights hereunder and (b) maintain the Patent Collateral in full force and effect.

5. **Negative Pledge.** The Debtor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without prior written consent of the Secured Party.

6. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while the Debtor shall be in default hereunder or an Event of Default exists under any of the Loan Documents, the Debtor hereby covenants and agrees that the Secured Party, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon, sell and/or otherwise dispose of the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Debtor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its exclusive discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Debtor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Debtor shall also execute and deliver to the Secured Party such documents as the Secured Party shall reasonably require to permanently assign all rights in the Patent Collateral to the Secured Party, which documents shall be held by the Secured Party, in escrow, until the occurrence of an Event of Default hereunder or under the Loan

Documents. After such occurrence, the Secured Party may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

7. **Prosecution of Patent Applications.**

(a) The Debtor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Secured Party. The Debtor shall not abandon any Patent Collateral without the prior written consent of the Secured Party.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Debtor on demand by the Secured Party.

(c) The Debtor shall have the right to bring suit in the name of the Debtor to enforce the Patent Collateral, in which case the Secured Party may, at the Secured Party's option, be joined as a nominal party to such suit if the Secured Party shall be satisfied that such joinder is necessary and that the Secured Party is not thereby incurring any risk of liability by such joinder. The Debtor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Secured Party for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Secured Party pursuant to this paragraph and all other actions and conduct of the Debtor with respect to the Patent Rights during the term of this Rider.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Secured Party shall be in addition to any rights and remedies granted to the Secured Party under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Secured Party shall execute and deliver to the Debtor all documents necessary to terminate the Secured Party's security interest in the Patent Collateral.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Secured Party in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in