

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5634445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POWER SURVEY LLC	07/24/2019
RECEIVING PARTY DATA	
Name:	SOCIÉTÉ GÉNÉRALE AS ADMINISTRATIVE AGENT
Street Address:	29 BLVD HAUSSMANN
City:	PARIS
State/Country:	FRANCE
Postal Code:	75009
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7248054
Patent Number:	7486081
Patent Number:	8598864
Patent Number:	8482273
Patent Number:	8482274
Patent Number:	8536856
Patent Number:	9110120
Patent Number:	9666057
Patent Number:	9666058
Patent Number:	9520044
Patent Number:	8577631
Patent Number:	9423431
Patent Number:	10338106
Patent Number:	8643716
Patent Number:	7253642
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>	
Phone:	2128598000

Email: teas@friedfrank.com
Correspondent Name: DANIEL STERN C/O FRIED FRANK ET AL
Address Line 1: ONE NEW YORK PLAZA
Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 2278-5561

NAME OF SUBMITTER: DANIEL STERN

SIGNATURE: /Daniel Stern/

DATE SIGNED: 07/24/2019

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

Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of July 24, 2019 (this “Agreement”), among Power Survey LLC, a Delaware limited liability company (the “Grantor”) and Société Générale (in such capacity, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of January 23, 2019, as amended by the First Amendment to the Credit Agreement, dated as of the date hereof (as may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among OHI Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), Osmoste Utilities Services, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and the Administrative Agent and (b) the Pledge and Security Agreement dated as of January 23, 2019, as amended by Supplement No. 1, dated as of the date hereof (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties and their successors and assigns, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all


of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as “.pdf” or “.tif” attachment shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

POWER SURVEY LLC,
as Grantor

By: 
Name: W. Clay Herron
Title: Vice President

SOCIÉTÉ GÉNÉRALE

By: 

Name: PRANAV CHANDRA

Title: MANAGING DIRECTOR

[Signature Page to Patent Security Agreement]

PATENT
REEL: 049849 FRAME: 0006

SCHEDULE 1

App./Pat. No.	Title	Filing Date	Registration Date	Owner
7248054	APPARATUS AND METHOD FOR DETECTING AN ELECTRONIC FIELD	13-Sep-2005	24-Jul-2007	POWER SURVEY LLC
20180225946	APPARATUS AND METHOD FOR DETECTION OF HAZARDOUSLY ENERGIZED OBJECTS	05-Feb-2018		POWER SURVEY LLC
7486081	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	19-Oct-2006	03-Feb-2009	POWER SURVEY LLC
8598864	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	21-Jan-2009	03-Dec-2013	POWER SURVEY LLC
8482273	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE	14-Sep-2012	09-Jul-2013	POWER SURVEY LLC
8482274	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	14-Sep-2012	09-Jul-2013	POWER SURVEY LLC
8536856	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	14-Sep-2012	17-Sep-2013	POWER SURVEY LLC

App./Pat. No.	Title	Filing Date	Registration Date	Owner
9110120	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE	03-Dec-2013	18-Aug-2015	POWER SURVEY LLC
14828062	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	17-Aug-2015		POWER SURVEY LLC
9666057	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	18-Aug-2015	30-May-2017	POWER SURVEY LLC
9666058	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	18-Aug-2015	30-May-2017	POWER SURVEY LLC
9520044	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES	01-Feb-2016	13-Dec-2016	POWER SURVEY LLC
20160363621	APPARATUS AND METHOD FOR MONITORING AND CONTROLLING DETECTION OF STRAY VOLTAGE ANOMALIES USING A PHOTONIC SENSOR	02-Jun-2016		POWER SURVEY LLC
8577631	METHOD AND APPARATUS FOR DISCRIMINATION OF SOURCES IN STRAY VOLTAGE DETECTION	21-Jan-2011	05-Nov-2013	POWER SURVEY LLC
9423431	METHOD AND APPARATUS FOR DISCRIMINATION OF SOURCES IN STRAY VOLTAGE DETECTION	04-Nov-2013	23-Aug-2016	POWER SURVEY LLC

App./Pat. No.	Title	Filing Date	Registration Date	Owner
10338106	METHOD AND APPARATUS FOR DISCRIMINATION OF SOURCES IN STRAY VOLTAGE DETECTION	01-Aug-2016	02-Jul-2019	POWER SURVEY LLC
8643716	METHOD AND APPARATUS FOR MOBILE STEAM LEAK DETECTION	13-Feb-2009	04-Feb-2014	POWER SURVEY LLC
7253642	METHOD FOR SENSING AN ELECTRIC FIELD	13-Sep-2005	07-Aug-2007	POWER SURVEY LLC