

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5649754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
COLD CHAIN TECHNOLOGIES, LLC	08/02/2019
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	6868982
Patent Number:	8250882
Patent Number:	9045278
Patent Number:	9180998
Patent Number:	9556373
Patent Number:	9598622
Patent Number:	10077389
Application Number:	16132926
Application Number:	15287701
Application Number:	15287631
Application Number:	15595671
Application Number:	15659147
Application Number:	15975600
Application Number:	16184878
Application Number:	16246435
Application Number:	62793560
Application Number:	16441833
Application Number:	62757738
Application Number:	62807640
Application Number:	62824767

PATENT

CORRESPONDENCE DATA**Fax Number:** (213)891-8763

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.

Email: rhonda.deleon@lw.com**Correspondent Name:** LATHAM & WATKINS LLP**Address Line 1:** 355 SOUTH GRAND AVENUE**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0423
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/02/2019

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 2, 2019, is made by Cold Chain Technologies, LLC, a Massachusetts limited liability company ("Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 2, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Freezer Intermediate, LLC, a Delaware limited liability company, Grantor, the other Persons party thereto that are designated as Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, and to induce the Secured Swap Providers to enter into the Secured Rate Contracts, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (which shall exclude all Excluded Property, including, without limitation, "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those United States Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to Grantor. At the request of Grantor following any such termination, the Agent shall execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

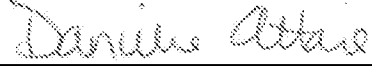
COLD CHAIN TECHNOLOGIES, LLC,
a Massachusetts limited liability company

By: Robert D Bohne
Name: Robert Bohne
Title: President

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 
Name: Danielle Attaie
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent	App. No.	App. Date.	Reg. No.	Reg. Date	Owner
Insulated shipping container and method of making the same	10/006,748	12/5/2001	6,868,982	3/22/2005	Cold Chain Technologies, LLC
Insulated shipping container and method of making the same	12/231,425	9/2/2008	8,250,882	8/28/2012	Cold Chain Technologies, LLC
Insulated shipping container and method of making the same	13/595,499	8/27/2012	9,045,278	6/2/2015	Cold Chain Technologies, LLC
Insulated pallet shipper and methods of making and using the same	12/733,634	9/11/2008	9,180,998	11/10/2015	Cold Chain Technologies, LLC
Gel comprising a phase-change material, method of preparing the gel, and thermal exchange implement comprising the gel	14/036,497	9/25/2013	9,556,373	1/31/2017	Cold Chain Technologies, LLC
Gel comprising a phase-change material, method of preparing the gel, thermal exchange implement comprising the	14/225,589	3/26/2014	9,598,622	3/21/2017	Cold Chain Technologies, LLC

Patent	App. No.	App. Date.	Reg. No.	Reg. Date	Owner
gel, and method of preparing the thermal exchange implement					
Gel comprising a phase-change material, method of preparing the gel, thermal exchange implement comprising the gel, and method of preparing the thermal exchange implement	15/458,085	3/14/2017	10,077,389	9/18/2018	Cold Chain Technologies, LLC

2. PATENT APPLICATIONS

Patent	App. No.	App. Date.	Owner
Gel comprising a phase-change material, method of preparing the gel, thermal exchange implement comprising the gel, and method of preparing the thermal exchange implement	16/132,926	9/17/2018	Cold Chain Technologies, LLC
Thermally insulated shipping system for pallet-sized payload, methods of making and using the same, and kit for use therein	15/287,701	10/6/2016	Cold Chain Technologies, LLC
Pallet cover comprising one or more temperature-control members and kit for use in making the pallet cover	15/287,631	10/6/2016	Cold Chain Technologies, LLC
Pallet cover comprising one or more temperature-control members and kit for use in making the pallet cover	15/595,671	5/15/2017	Cold Chain Technologies, LLC
Hybrid method and system for transporting and/or storing temperature-sensitive materials	15/659,147	7/25/2017	Cold Chain Technologies, LLC

Patent	App. No.	App. Date.	Owner
Shipping system for storing and/or transporting temperature-sensitive materials	15/975,600	5/9/2018	Cold Chain Technologies, LLC
Shipping system for storing and/or transporting temperature-sensitive materials	16/184,878	11/8/2018	Cold Chain Technologies, LLC
Method and System for Selecting an Appropriate Shipper.	16/246,435	1/11/2018	Cold Chain Technologies, LLC
Method and System for Selecting an Appropriate Shipper.	62/793,560	1/17/2019	Cold Chain Technologies, LLC
Shipping System for Storing and/or Transporting Temperature-Sensitive Materials	16/441,833	6/14/2019	Cold Chain Technologies, LLC
Alternatives to Corrugated Cardboard Components in Shipping Systems	62/757,738	11/8/2018	Cold Chain Technologies, LLC
Evaporative Cooling Device	62/807,640	2/19/2019	Cold Chain Technologies, LLC
Gel Composition (Borated Guar PCM) Gel composition comprising aqueous salt PCM, thickener with crosslinkable hydroxyl groups, and boron-containing crosslinker present in stated amounts	62/824,767	3/27/2019	Cold Chain Technologies, LLC