

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5474089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CLOVER TECHNOLOGIES GROUP, LLC	04/12/2019

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	100 N TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 56

Property Type	Number
Patent Number:	8995873
Patent Number:	8843021
Patent Number:	8909102
Patent Number:	9164474
Patent Number:	9122203
Patent Number:	9421783
Patent Number:	6577830
Patent Number:	6773087
Patent Number:	6684039
Patent Number:	6987937
Patent Number:	7104641
Patent Number:	7618507
Patent Number:	7740346
Patent Number:	7590369
Patent Number:	7689141
Patent Number:	7853173
Patent Number:	8926869
Patent Number:	7747189
Patent Number:	8041271
Patent Number:	8011771

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Property Type	Number
Patent Number:	7693448
Patent Number:	8152946
Patent Number:	8509649
Patent Number:	7903996
Patent Number:	8369740
Patent Number:	8467699
Patent Number:	8494407
Patent Number:	9146533
Patent Number:	8602542
Patent Number:	9063456
Patent Number:	8971755
Patent Number:	8929769
Patent Number:	8879949
Patent Number:	9102161
Patent Number:	9612573
Patent Number:	9128414
Patent Number:	9223251
Patent Number:	9329517
Patent Number:	9201376
Patent Number:	9164464
Patent Number:	9162470
Patent Number:	9798275
Patent Number:	9588485
Patent Number:	9927800
Patent Number:	9651915
Patent Number:	9573378
Patent Number:	10162288
Patent Number:	9946199
Patent Number:	10232630
Application Number:	14558082
Application Number:	15414298
Application Number:	15590498
Application Number:	15597916
Application Number:	15790761
Application Number:	15987558
PCT Number:	US1415046

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1069485 PAT
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NAME OF SUBMITTER:	KAREN COTTRELL
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SIGNATURE:	/Karen Cottrell/
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DATE SIGNED:	04/15/2019
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 12, 2019, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Bank of America, N.A. (“**Bank of America**”), 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.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Clover Technologies Group, LLC and 4L Technologies Inc. (collectively, the “**Borrowers**”), Clover Technologies Group, LLC, as the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Bank of America, as administrative agent (in such capacity, the “**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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 8, 2014 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors party hereto are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the 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. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 (to the extent not constituting Excluded Property) of such Grantor (the “**Patent Collateral**”):

(a) all of its Patents (to the extent not constituting Excluded Property), including, without limitation, those 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between the Guaranty and Security Agreement and this Patent Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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.

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

**CLOVER TECHNOLOGIES GROUP,
LLC,**
a Delaware limited liability Company, as
Grantor

By: _____



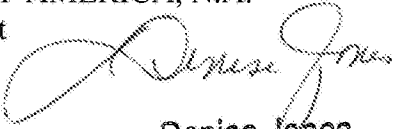
Name: George Milton

Title: Chief Executive Officer

[Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Agent

By:  Denise Jones
Name: Vice President
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

UNITED STATES PATENTS AND PATENT APPLICATIONS

TITLE	APPL #	APPL DATE	REG #	REG DATE	REGISTERED OWNER
System and method for refurbishing print cartridges and print cartridge toner blades	14/030,255	9/18/2013	8995873	3/31/2015	Clover Technologies Group, LLC
Toner cartridge seal refurbishment system and method	14/067,101	10/30/2013	8843021	9/23/2014	Clover Technologies Group, LLC
Electrophotographic drum gear socket configurations	14/068,569	10/31/2013	8909102	12/9/2014	Clover Technologies Group, LLC
Toner drum gear projection	14/150,105	01/08/2014	9164474	10/20/2015	Clover Technologies Group, LLC
Heat sealed remanufactured toner cartridge	14/168,216	01/30/2014	9122203	9/1/2015	Clover Technologies Group, LLC
Electronic patch for refurbishing a used print cartridge	14/174,056	02/06/2014	9421783	8/23/2016	Clover Technologies Group, LLC
Electronic patch for refurbishing a used print cartridge	PCT/US14/15046	02/06/2014			Clover Technologies Group, LLC
REASSEMBLED TONER CARTRIDGE AND METHOD OF MANUFACTURE	10238658	9/9/2002	6577830	6/10/2003	Clover Technologies Group, LLC
RESEALED INK CARTRIDGE AND METHOD OF MANUFACTURE	10265448	10/7/2002	6773087	8/10/2004	Clover Technologies Group, LLC
REASSEMBLED PROCESS CARTRIDGE AND METHOD OF MANUFACTURE	10278730	10/22/2002	6684039	1/27/2004	Clover Technologies Group, LLC
REASSEMBLED TONER CARTRIDGE AND METHOD OF MANUFACTURE	10457600	6/9/2003	6987937	1/17/2006	Clover Technologies Group, LLC
RESEALED INK CARTRIDGE AND METHOD OF MANUFACTURE	10882471	7/1/2004	7104641	9/12/2006	Clover Technologies Group, LLC
REWELED CARTRIDGE AND METHOD OF MANUFACTURE	11405853	4/18/2006	7618507	11/17/2009	Clover Technologies Group, LLC

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RESEALED INK CARTRIDGE AND METHOD OF MANUFACTURE	11518370	9/8/2006	7740346	6/22/2010	Clover Technologies Group, LLC
SYSTEM AND METHOD FOR SEPARATING AND REPAIRING A LASER TONER CARTRIDGE	11799350	5/1/2007	7590369	9/15/2009	Clover Technologies Group, LLC
LASER PRINTER TONER CARTRIDGE SEAL AND METHOD	11925751	10/27/2007	7689141	3/30/2010	Clover Technologies Group, LLC
EXCESS TONER EVACUATION PROCESS	11925848	10/27/2007	7853173	12/14/2010	Clover Technologies Group, LLC
METHOD AND COMPOSITION FOR RECOATING TONER CARTRIDGE DEVELOPING MEMBER	11926089	10/28/2007	8926869	1/6/2015	Clover Technologies Group, LLC
PROCESS AND APPARATUS FOR INSTALLING ORIGINAL DRIVE GEAR ON A LASER PRINTER TONER CARTRIDGE DRUM	11959994	12/19/2007	7747189	6/29/2010	Clover Technologies Group, LLC
LASER TONER CARTRIDGE TONER SCATTER PREVENTION SYSTEM AND PROCESS	12046326	3/11/2008	8041271	10/18/2011	Clover Technologies Group, LLC
REMANUFACTURED INKJET PRINTER CARTRIDGE, SYSTEM AND PROCESS	12368959	2/10/2009	8011771	9/6/2011	Clover Technologies Group, LLC
ANGLED SEAL FOR LASER TONER CARTRIDGE HOPPER	12479628	6/5/2009	7693448	4/6/2010	Clover Technologies Group, LLC
REWELDED CARTRIDGE AND METHOD OF MANUFACTURE	12618757	11/15/2009	8152946	4/10/2012	Clover Technologies Group, LLC
LASER PRINTER TONER CARTRIDGE SEAL AND METHOD	12702441	2/9/2010	8509649	8/13/2013	Clover Technologies Group, LLC
ANGLED SEAL FOR LASER TONER CARTRIDGE HOPPER	12721192	3/10/2010	7903996	3/8/2011	Clover Technologies Group, LLC
REMANUFACTURED TONER CARTRIDGE WITH ADDED CLEANING ROLLER FOR THE PRIMARY CHARGE ROLLER AND METHODS	12753748	4/2/2010	8369740	2/5/2013	Clover Technologies Group, LLC
REMANUFACTURED TONER CARTRIDGE WITH ADDED PRIMARY CHARGE ROLLER CLEANER AND METHODS	12756913	4/8/2010	8467699	6/18/2013	Clover Technologies Group, LLC
LASER PRINTER CARTRIDGE WITH INCREASED TONER STORAGE CAPACITY	12788474	5/27/2010	8494407	7/23/2013	Clover Technologies Group, LLC

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PROCESS FOR INSTALLING ORIGINAL DRIVE GEAR ON A LASER PRINTER TONER CARTRIDGE DRUM	13079780	4/4/2011	9146533	9/29/2015	Clover Technologies Group, LLC
REMANUFACTURED INKJET PRINTER CARTRIDGE SYSTEM AND PROCESS	13195557	8/1/2011	8602542	12/10/2013	Clover Technologies Group, LLC
SEAL CONFIGURATIONS FOR IMAGE FORMING APPARATUS	13491215	6/7/2012	9063456	6/23/2015	Clover Technologies Group, LLC
REMANUFACTURED TONER CARTRIDGE WITH ADDED CLEANING ROLLER FOR THE PRIMARY CHARGE ROLLER AND METHODS	13733838	1/3/2013	8971755	3/3/2015	Clover Technologies Group, LLC
LASER PRINTER CARTRIDGE WITH INCREASED TONER STORAGE CAPACITY	13924596	6/23/2013	8929769	1/6/2015	Clover Technologies Group, LLC
LASER PRINTER TONER CARTRIDGE SEAL AND METHOD	13939042	7/10/2013	8879949	11/4/2014	Clover Technologies Group, LLC
REMANUFACTURED INKJET PRINTER CARTRIDGE, SYSTEM AND PROCESS	13956168	7/31/2013	9102161	8/11/2015	Clover Technologies Group, LLC
METHOD FOR REMOVING GEARS	14214509	3/14/2014	9612573	4/4/2017	Clover Technologies Group, LLC
SEAL	14214540	3/14/2014	9128414	9/8/2015	Clover Technologies Group, LLC
TONER CARTRIDGE AND METHOD FOR REDUCING IMAGE ARTIFACT	14275185	5/12/2014	9223251	12/29/2015	Clover Technologies Group, LLC
DRIVE RECEIVING MEMBER FOR AN IMAGING CARTRIDGE	14501307	9/30/2014	9329517	5/3/2016	Clover Technologies Group, LLC
LASER PRINTER TONER CARTRIDGE SEAL AND METHOD	14504870	10/2/2014	9201376	12/1/2015	Clover Technologies Group, LLC
TONER DRUM GEAR PROJECTION	14531533	11/3/2014	9164464	10/20/2015	Clover Technologies Group, LLC
FORMING OF VACUUM BAG PACKAGING	14558082	12/2/2014	None		Clover Technologies Group, LLC
REMANUFACTURED INKJET PRINTER CARTRIDGE SYSTEM AND PROCESS	14594246	1/12/2015	9162470	10/20/2015	Clover Technologies Group, LLC
SYSTEM AND METHOD FOR APPLYING LUBRICANT ONTO A SURFACE	14731550	6/5/2015	9798275	10/24/2017	Clover Technologies Group, LLC

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SYSTEM AND METHOD FOR SPLITTING A PRINTER CARTRIDGE	14881534	10/13/2015	9588485	3/7/2017	Clover Technologies Group, LLC
MANUFACTURING SYSTEM WITH INTERCHANGEABLE TOOLING HEADS AND TOOLING NESTS	14957726	12/3/2015	9927800	3/27/2018	Clover Technologies Group, LLC
PROCESS CARTRIDGE MODIFICATION AND METHOD FOR RETRACTABLE PROCESS	15061391	3/4/2016	9651915	5/16/2017	Clover Technologies Group, LLC
ELECTRONIC PATCH FOR REFURBISHING A USED PRINT CARTRIDGE	15229306	8/5/2016	9573378	2/21/2017	Clover Technologies Group, LLC
SYSTEM AND METHOD OF REMANUFACTURING A TONER CONTAINER	15274383	9/23/2016	10162288	12/25/2018	Clover Technologies Group, LLC
SYSTEM AND METHOD OF FILLING A TONER CONTAINER	15274404	9/23/2016	9946199	4/17/2018	Clover Technologies Group, LLC
ELECTRONIC PATCH FOR REFURBISHING A USED PRINT CARTRIDGE	15407629	1/17/2017	10232630	3/19/2019	Clover Technologies Group, LLC
SYSTEM AND METHOD FOR SPLITTING A PRINTER CARTRIDGE	15414298	1/24/2017	None		Clover Technologies Group, LLC
REMANUFACTURED TONER CARTRIDGE AND METHOD	15590498	5/9/2017	None		Clover Technologies Group, LLC
METHOD OF REMANUFACTURING A TONER CARTRIDGE	15597916	5/17/2017	None		Clover Technologies Group, LLC
SYSTEM AND METHOD FOR APPLYING LUBRICANT ONTO A SURFACE	15790761	10/23/2017	None		Clover Technologies Group, LLC
SYSTEM AND METHOD OF REMANUFACTURING A TONER CONTAINER	15987558	5/23/2018	None		Clover Technologies Group, LLC

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