

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5669032

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AM CONSERVATION GROUP, INC.	08/14/2019
PLANETECOSYSTEMS, LLC	08/14/2019
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	D542887
Patent Number:	7252248
Patent Number:	D607307
Patent Number:	D638100
Patent Number:	9139988
Patent Number:	D661372
Patent Number:	D662180
Patent Number:	D668743
Patent Number:	D685876
Patent Number:	D681781
Patent Number:	9216424
Application Number:	13226292
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:	212-819-2655
Email:	iprecordations@whitecase.com
Correspondent Name:	PETER GIOVINE/WHITE & CASE LLP
Address Line 1:	1221 AVENUE OF THE AMERICAS

PATENT

Address Line 4: NEW YORK, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	1182293-0019-BC15
NAME OF SUBMITTER:	PETER GIOVINE
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	08/14/2019
Total Attachments: 6 source=Project Flash - First Lien Patent Security Agreement EXECUTED#page1.tif source=Project Flash - First Lien Patent Security Agreement EXECUTED#page2.tif source=Project Flash - First Lien Patent Security Agreement EXECUTED#page3.tif source=Project Flash - First Lien Patent Security Agreement EXECUTED#page4.tif source=Project Flash - First Lien Patent Security Agreement EXECUTED#page5.tif source=Project Flash - First Lien Patent Security Agreement EXECUTED#page6.tif	

**SHORT FORM FIRST LIEN
PATENT SECURITY AGREEMENT**

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of August 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the Patent Security Agreement"), is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Antares Capital LP ("Antares Capital"), as First Lien Collateral Agent (the "First Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the First Lien Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Flash Acquisition Sub, Inc., a Delaware corporation ("Merger Sub"), and upon consummation of the Merger, KAMC Holdings, Inc., a Delaware corporation (the "Target") as the surviving entity after giving effect to the Merger (the "Borrower"), Flash Midco, Inc., a Delaware corporation ("Holdings"), Antares Capital, as administrative agent for the Lenders, as collateral agent for the Secured Parties, each L/C Issuer from time to time party thereto and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") have entered into the First Lien Credit Agreement, dated as of August 14, 2019 (the "Closing Date") (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors have entered into the First Lien Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"), in each case, other than Excluded Property:

- (a) all Patents, including the issued and pending Patents in the United States Patent and Trademark Office that are set forth in Schedule A hereto;
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Patents.

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

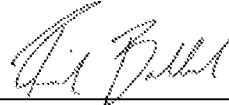
SECTION 8. Conflicts; Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the First Lien Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the First Lien Collateral Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or any other Acceptable Intercreditor Agreement entered into after the date hereof) and this Patent Security Agreement, the terms of the Second Lien Intercreditor Agreement (or such Acceptable Intercreditor Agreement) shall govern and control.

[Signature Pages Follow]

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

**AM CONSERVATION GROUP, INC.,
PLANETECOSYSTEMS, LLC,**
each, as an Initial Grantor

By: _____




Name: Richard Alan Ballard

Title: Chief Financial Officer

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

ANTARES CAPITAL LP, as First Lien
Collateral Agent

By: 
Name: Jean King
Title: Duly Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 050057 FRAME: 0968

SCHEDULE A

United States Patents and Patent Applications

1. Planet Ecosystems, LLC

Title	Patent No.	Issue date	App. No.	App. date	Owner
SYSTEMS AND METHODS TO GENERATE FACILITY RECONFIGURATION PLANS THAT CAN BE USED TO RECONFIGURE ENERGY SYSTEMS OF FACILITIES TO ACHIEVE FINANCIAL OBJECTIVES	N/A	N/A	13226292	2011-09-06	Planet Ecosystems, LLC

2. AM Conservation Group, Inc.

Title	Patent No.	Issue date	App. No.	App. date	Owner
Handheld showerhead	D542887	2007-05-15	29243223	2005-11-22	AM CONSERVATION GROUP, INC.
Kitchen aerator having a flow compensator	7252248	2007-08-07	11281148	2005-11-17	AM CONSERVATION GROUP, INC.
Outlet cover	D607307	2010-01-05	29315627	2009-07-10	AM CONSERVATION GROUP, INC.
Shower head	D638100	2011-05-17	29358410	2010-03-26	AM CONSERVATION GROUP, INC.
Aeration device	9139988	2015-09-22	13501560	2010-10-14	AM CONSERVATION GROUP, INC.
Aerator	D661372	2012-06-05	29388617	2011-03-31	AM CONSERVATION GROUP, INC.
Showerhead	D662180	2012-06-19	29397812	2011-07-21	AM CONSERVATION GROUP, INC.
Kitchen aerator	D668743	2012-10-09	29405680	2011-11-04	AM CONSERVATION GROUP, INC.
Showerhead	D685876	2013-07-09	29420800	2012-05-14	AM CONSERVATION GROUP, INC.
Showerhead	D681781	2013-05-07	29420802	2012-05-14	AM CONSERVATION GROUP, INC.
System and method of selective fluid pattern distribution	9216424	2015-12-22	14299628	2014-06-09	AM CONSERVATION GROUP, INC.