

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5685533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PRO-JECT CHEMICALS, LLC	08/23/2019
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
Internal Address:	HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9488041
Patent Number:	9284822
Patent Number:	8893795
Patent Number:	7721806
Patent Number:	7318476
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	202-370-4756
Email:	ipteam@coagencyglobal.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:	1122010 PAT IPSA
NAME OF SUBMITTER:	ALICIA VELLANTE
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	08/26/2019

Total Attachments: 8

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page2.tif

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page3.tif

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page4.tif

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page5.tif

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page6.tif

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page7.tif

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page8.tif

source=1736737 - Closing Copy - E.5 - Intellectual Property Security Agreement - Pro-Ject Chemicals - 1 - NEW_YORK#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of August 23, 2019 by and between (i) **SILICON VALLEY BANK** (“**Bank**”), and (ii) **PRO-JECT CHEMICALS, LLC**, a Delaware limited liability company (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under the following (all of which shall collectively be called the “**Intellectual Property Collateral**”):

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PRO-JECT CHEMICALS, LLC

By: Kent Jamison

Name: Kent Jamison

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 050161 FRAME: 0171

BANK:

SILICON VALLEY BANK

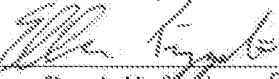
By 
Name: ~~Derek H. Hester~~ Ellen Peewits
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
--------------------	---	---	-------------------

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Publication Number</u>	<u>Publication Date</u>	<u>Registrant</u>
System for chemical treatment of a subsurface wellbore	US9488041B2	11/08/2016	Pro-Ject Chemicals, LLC
Method for chemical treatment of a subsurface wellbore	US9284822B2	03/15/2016	Pro-Ject Chemicals, LLC
Automatic chemical treatment system with liquid level sensor in chemical tank for calibration and chemical dispensing rate control	US8893795B2	11/25/2014	Pro-Ject Chemicals, LLC
Automatic chemical treatment system with integral flush fluid dispenser and method for using the same	US7721806B2	05/25/2010	Pro-Ject Chemicals, LLC
Automatic chemical treatment system with integral flush fluid dispenser	US7318476B2	01/15/2008	Pro-Ject Chemicals, LLC

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
--------------------	---	---	-------------------

None.

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
--------------------	---	---	-------------------

None.