

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5727782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
LYTRON INCORPORATED			09/19/2019
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	200 BAY STREET, 12TH FL., SOUTH TOWER		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7178586		
Patent Number:	6853555		
Patent Number:	7204303		
CORRESPONDENCE DATA			
Fax Number:	(800)914-4240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT CORPORATION		
Address Line 1:	4400 EASTON COMMONS WAY		
Address Line 2:	SUITE 125		
Address Line 4:	COLUMBUS, OHIO 43219		
NAME OF SUBMITTER:	ELAINE CARRERA		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	09/19/2019		
Total Attachments: 5			
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source=Boyd - First Lien Patent Security Agreement (Lytron Joinder)#page2.tif			
source=Boyd - First Lien Patent Security Agreement (Lytron Joinder)#page3.tif			
source=Boyd - First Lien Patent Security Agreement (Lytron Joinder)#page4.tif			

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Lytron Incorporated

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 19, 2019

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Name: Royal Bank of Canada

Internal Address: _____

Street Address: 200 Bay Street, 12th Fl., South Tower

City: Toronto

State: _____

Country: Canada Zip: M5J 2W7

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

Elaine Carrera
Signature

September 19, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of September 19, 2019, is made by Lytron Incorporated, a Massachusetts corporation (the “**Grantor**”), in favor of Royal Bank of Canada, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**First Lien Agent**”).

WHEREAS, the Grantor has been made party to that certain First Lien Pledge and Security Agreement dated as of September 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantor, the First Lien Agent and certain other parties thereto.

WHEREAS, pursuant to the Security Agreement, in order to secure payments of certain Secured Obligations (as defined in the First Lien Credit Agreement), the Grantor has assigned, pledged and granted to the First Lien Agent a continuing security interest in and to all of its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Patents**”). Until the Termination Date (as defined in the First Lien Credit Agreement), the First Lien Agent shall retain its security interest in the Patents granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.


NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the First Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Patents.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

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

LYTRON INCORPORATED, as Grantor

By: 
Name: Eric Struk
Title: Senior Vice President, Chief Financial
Officer and Secretary

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

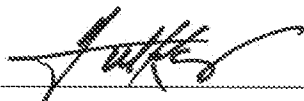
ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA,
as First Lien Agent

By: _____

Name: _____

Title: _____



Rodica Dutka

Manager, Agency

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

PATENT

REEL: 050441 FRAME: 0086

Schedule I
Patents

U.S. Patents and Applications

Title	App. No./ Reg. No.	Current Owner
Flattened Tube Cold Plate for Liquid Cooling Electrical Components	7,178,586	Lytron, Incorporated
Tube-In Plate Cooling or Heating Plate	6,853,555	Lytron, Incorporated
Flat Tube Cold Plate Assembly	7,204,303	Lytron, Incorporated