

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5874750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CLYDE INDUSTRIES INC.	12/18/2019
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 W. MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6283069
Patent Number:	6581549
Patent Number:	6892679
Patent Number:	6988468
Patent Number:	7026598
Patent Number:	7185594
Patent Number:	7367079
Patent Number:	7625518
Patent Number:	7975658
Patent Number:	8239998
Patent Number:	8381604
Patent Number:	8387473
Patent Number:	8770155
Patent Number:	9279627
Patent Number:	9593850
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<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:	312-993-2622

Email: gayle.grocke@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 330 N WABASH AVENUE
Address Line 2: SUITE 2800
Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0470

NAME OF SUBMITTER: GAYLE D. GROCKE

SIGNATURE: /gdg/

DATE SIGNED: 12/18/2019

Total Attachments: 6

source=Clyde - Patent Security Agreement [Executed]#page1.tif

source=Clyde - Patent Security Agreement [Executed]#page2.tif

source=Clyde - Patent Security Agreement [Executed]#page3.tif

source=Clyde - Patent Security Agreement [Executed]#page4.tif

source=Clyde - Patent Security Agreement [Executed]#page5.tif

source=Clyde - Patent Security Agreement [Executed]#page6.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 18, 2019, is made by Clyde Industries Inc., a Delaware corporation (the "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 December 18, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other 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 the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the 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 the 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, 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. 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 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 of Grantor (the "Patent Collateral"):

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, 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 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.

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.

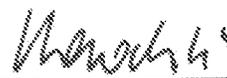
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

CLYDE INDUSTRIES INC.
as Grantor

By: 
Name: Slawomir Horodyski
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 

Name: Stephanie Krebs
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

ASSIGNEE/APPLICANT	COUNTRY	TITLE	PATENT NUMBER
CLYDE INDUSTRIES INC.	US	DRIVE SYSTEM FOR A WATER LANCE BLOWER	<u>US6283069B1</u>
CLYDE INDUSTRIES INC.	US	SOOTBLOWER LANCE PORT WITH LEAK RESISTANT CARDON JOINT	<u>US6581549B2</u>
CLYDE INDUSTRIES INC.	US	MULTI-MEDIA ROTATING SOOTBLOWER AND AUTOMATIC INDUSTRIAL BOILER CLEANING SYSTEM	<u>US6892679B2</u>
CLYDE INDUSTRIES INC.	US	AUTOMATIC COMBUSTION AIR PORT CLEANER WITH AIR/OIL INDEXING MECHANISM	<u>US6988468B2</u>
CLYDE INDUSTRIES INC.	US	VECTOR-BASED TARGETING CONTROL FOR A WATER CANNON	<u>US7026598B1</u>
CLYDE INDUSTRIES INC.	US	METHOD AND APPARATUS FOR IMPROVING COMBUSTION IN RECOVERY BOILERS	<u>US7185594B2</u>
CLYDE INDUSTRIES INC.	US	INTEGRAL PACKING HOUSING AND PACKING MATERIAL UNIT	<u>US7367079B2</u>
CLYDE INDUSTRIES INC.	US	SMELT SPOUT OPENING CLEANER, CLEANING HEAD AND APPARATUS	<u>US7625518B2</u>
CLYDE INDUSTRIES INC.	US	AIR PORT AND SMELT SPOUT CLEANER AND DROP JAW TIP	<u>US7975658B2</u>
CLYDE INDUSTRIES INC.	US	SOOTBLOWER WITH MODULAR CANOPY	<u>US8239998B2</u>
CLYDE INDUSTRIES INC.	US	INTELLIGENT SOOTBLOWER	<u>US8381604B2</u>
CLYDE INDUSTRIES INC.	US	TEMPERATURE SENSING SOOTBLOWER	<u>US8387473B2</u>
CLYDE INDUSTRIES INC.	US	SOOTBLOWER HAVING A NOZZLE WITH DEEP REACHING JETS AND EDGE CLEANING JETS	<u>US8770155B2</u>
CLYDE INDUSTRIES INC.	US	SOOTBLOWER HAVING A NOZZLE WITH DEEP REACHING JETS AND EDGE CLEANING JETS	<u>US9279627B2</u>
CLYDE INDUSTRIES INC.	US	BOTTOM ASH DEWATERING SYSTEM USING A REMOTE SUBMERGED SCRAPER CONVEYOR	<u>US9593850B2</u>

2. PATENT APPLICATIONS

None.

3. IP LICENSES

None.