

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5877990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HUDSON TECHNOLOGIES, INC.	12/19/2019
HUDSON TECHNOLOGIES COMPANY	12/19/2019

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	100 PARK AVENUE, 14TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6505475
Patent Number:	10436488
Patent Number:	10330364
Patent Number:	7059143
Patent Number:	7086240
Patent Number:	7533536
Patent Number:	7805952
Patent Number:	8327653
Patent Number:	9222712
Patent Number:	10041713
Patent Number:	7599759
Patent Number:	8046107
Patent Number:	8463441
Patent Number:	9423165
Patent Number:	8205462
Patent Number:	8544287
Patent Number:	8695364
Patent Number:	9519891
Patent Number:	9435575

PATENT

Property Type	Number
Patent Number:	10094603
Application Number:	16153642

CORRESPONDENCE DATA

Fax Number: (617)951-8736
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: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: KATARZYNA GAYSUNAS
Address Line 1: 1 FEDERAL ST
Address Line 2: C/O MORGAN, LEWIS & BOCKIUS LLP
Address Line 4: BOSTON, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	KATARZYNA GAYSUNAS
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	12/19/2019

Total Attachments: 10
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 19th day of December, 2019 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **HUDSON TECHNOLOGIES, INC.**, a New York corporation, (“Parent”), **HUDSON HOLDINGS, INC.**, a Nevada corporation (“Hudson Holdings”), **HUDSON TECHNOLOGIES COMPANY**, a Tennessee corporation (“Hudson Technologies”), **ASPEN REFRIGERANTS, INC.**, a Delaware corporation (“Aspen”; and together with Hudson Holdings, Hudson Technologies, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 19, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title

and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and any Patents licensed under any Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent licensed under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HUDSON TECHNOLOGIES COMPANY, a
Tennessee corporation

By: _____

Name: Brian F. Coleman

Title: President and Chief Operating Officer

HUDSON TECHNOLOGIES, INC., a New York
corporation

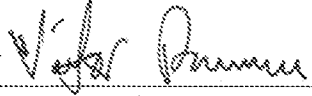
By: _____

Name: Brian F. Coleman

Title: President and Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as Agent

By: 

Name: Victor Panasci
Title: Its Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

UNITED STATES PATENTS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Hudson Technologies Company	6,505,475	Method and apparatus for measuring and improving efficiency in refrigeration systems
Hudson Technologies, Inc.	10,436,488	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	10,330,364	System and method for retrofitting a refrigeration system from HCFC to HFC refrigerant
Hudson Technologies, Inc.	7,059,143	Method and apparatus for measuring and improving efficiency in refrigeration systems
Hudson Technologies, Inc.	7,086,240	Method and apparatus for measuring and improving efficiency in refrigeration systems
Hudson Technologies, Inc.	7,533,536	Method and apparatus for measuring and improving efficiency in refrigeration systems

Hudson Technologies, Inc.	7,805,952	Method and apparatus for measuring and improving efficiency in refrigeration systems
Hudson Technologies, Inc.	8,327,653	Method and apparatus for measuring and improving efficiency in refrigeration systems
Hudson Technologies, Inc.	9,222,712	Method and apparatus for measuring and improving efficiency in refrigeration systems
Hudson Technologies, Inc.	10,041,713	Method and apparatus for measuring and improving efficiency in refrigeration systems
Hudson Technologies, Inc.	7,599,759	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	8,046,107	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	8,463,441	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	9,423,165	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	8,205,462	System and method for recycling non-usable refrigerant containers
Hudson Technologies, Inc.	8,544,287	System and method for recycling non-reusable refrigerant containers

Hudson Technologies, Inc.	8,695,364	System and method for recycling non-reusable refrigerant containers
Hudson Technologies, Inc.	9,519,891	System and method for recycling non-reusable refrigerant containers
Hudson Technologies, Inc.	9,435,575	System and method for retrofitting a refrigeration systems from HCFC to HFC refrigerant
Hudson Technologies, Inc.	10,094,603	System and method for retrofitting a refrigeration system from HCFC to HFC refrigerant

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
Hudson Technologies, Inc.	16/153,642	System and method for retrofitting a refrigeration system from HCFC to HFC refrigerant

OTHER PATENTS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	DESCRIPTION
Hudson Technologies, Inc.	60348401.8	Germany	Method and apparatus for optimizing refrigeration systems

Hudson Technologies, Inc.	1585924	Great Britain	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	4691736	Japan	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	272130	Mexico	Method and Apparatus for Optimizing Refrigeration Systems
Hudson Technologies, Inc.	10-1338012	South Korea	Method and apparatus for optimizing refrigeration systems
Hudson Technologies, Inc.	41918	Colombia	System and method for retrofitting a refrigeration system from HCFC to HFC refrigerant

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	DESCRIPTION
Hudson Technologies, Inc.	BR 1120160304969	Brazil	System and method for retrofitting a refrigeration system from HCFC to HFC refrigerant

Hudson Technologies, Inc.	20175195	Ecuador	System and method for retrofitting a refrigeration system from HCFC to HFC refrigerant
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Patent Licenses

None.