

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5879256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
AIRNOV, INC.	12/20/2019

RECEIVING PARTY DATA

Name:	TCG SENIOR FUNDING L.L.C., AS ADMINISTRATIVE AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 62

Property Type	Number
Application Number:	10328579
Application Number:	10996916
Application Number:	15109711
Application Number:	15125713
Application Number:	14427663
Application Number:	12682666
Application Number:	14787371
Application Number:	15566883
Application Number:	12601631
Application Number:	12666514
Application Number:	12053022
Application Number:	12992657
Application Number:	11479049
Application Number:	12532706
Application Number:	12742661
Application Number:	14325599
Application Number:	11601332
Application Number:	15553443
Application Number:	11048268
Application Number:	13727994

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Property Type	Number
Application Number:	16285579
Application Number:	15323480
Application Number:	11624481
Application Number:	29299607
Application Number:	29326354
Application Number:	29434299
Application Number:	29503096
Application Number:	29259732
Application Number:	29471205
Application Number:	29507653
Application Number:	29471208
Application Number:	29577121
Application Number:	29489583
Application Number:	29490108
Application Number:	29503016
Application Number:	29503018
Application Number:	29512222
Application Number:	29518762
Application Number:	29528180
Application Number:	29581260
Application Number:	29581067
Application Number:	29581060
Application Number:	29581057
Application Number:	10547483
Application Number:	10583362
Application Number:	14765418
Application Number:	15740512
Application Number:	12830607
Application Number:	16336318
Application Number:	12046499
Application Number:	12024691
Application Number:	10068342
Application Number:	12604068
Application Number:	11751280
Application Number:	13098545
Application Number:	14526877
Application Number:	11432198
Application Number:	12151698

Property Type	Number
Application Number:	16311485
Application Number:	12034961
Application Number:	12674908
Patent Number:	D769719

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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: 312-577-8208

Email: alana.hernandez@katten.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN

Address Line 1: 525 W. MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207509-00259
NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	12/20/2019

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 20th day of December, 2019, by and between the Grantor listed on the signature page hereof (the “Grantor”) and TCG SENIOR FUNDING L.L.C., in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 20, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among AIRNOV FINANCE HOLDINGS LLC, a Delaware limited liability company, (“Holdings”), AIRNOV, INC., a Delaware corporation (“Borrower”), the other parties thereto as “Guarantors”, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Subject to Section 2.1 of the Security Agreement, Grantor hereby unconditionally grants to Administrative Agent, for the benefit of the Secured Parties, to secure the 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 Collateral, whether now owned or hereafter acquired or arising, but in any event excluding any Excluded Property (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I (which schedule lists as of the date hereof only owned U.S. registered material Patents);

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

(c) all products and all 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 License.

3. SECURITY FOR 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 Grantor to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions related to the Administrative Agent's rights and remedies in respect of the Patent Collateral 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantor's obligations under the Security Agreement, Grantor and Administrative Agent may amend Schedule I to include any future United States registered patents or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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 (including ".pdf" and ".tif" format) 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. TERMINATION. This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith, and as otherwise set forth in Section 2.3 of the Security Agreement ("Termination"). Upon the termination of this Patent Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

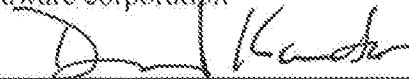
8. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

GRANTOR:

AIRNOV, INC.,
a Delaware corporation

By: 
Name: David Kantor
Title: Vice President and Secretary

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

TCG SENIOR FUNDING L.L.C.

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

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.

GRANTOR:

AIRNOV, INC.,

a _____

By: _____


Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

TCG SENIOR FUNDING L.L.C.

By:  _____

Name: Tim Broadbent

Title: Managing Director

SCHEDULE I TO PATENT SECURITY AGREEMENT

United States Patents and Patent Applications

Title	Filing Date	Filing Number	Grant Date	Patent Number	Status	Grantor
Absorbent polymeric material	24 Dec 2002	10328579	10 Apr 2007	7201959	Granted	Airnov, Inc.
Absorbent polymeric material	24 Nov 2004	10996916	26 Feb 2008	7335422	Granted	Airnov, Inc.
Active material, method for manufacturing the same and container with active element	19 Dec 2014	15109711	--	--	Pending	Airnov, Inc.
Canister for containing an active agent and method for its manufacture	04 Mar 2015	15125713	--	--	Pending	Airnov, Inc.
Canister for containing an active material	12 Sep 2012	14427663	09 Jan 2018	9861926	Granted	Airnov, Inc.
Canister for desiccants and other material	07 Oct 2008	12682666	12 Aug 2014	8800809	Granted	Airnov, Inc.
Cap for a container	29 Apr 2013	14787371	--	--	Pending	Airnov, Inc.
Cap with integral hinge	13 Apr 2016	15566883	--	--	Pending	Airnov, Inc.
Child safety closing device with first opening indicator screw and ring	28 May 2008	12601631	07 Mar 2017	9586738	Granted	Airnov, Inc.
Child-safe closure device with screw and collar for revealing first opening	04 Jun 2008	12666514	06 Nov 2012	8302792	Granted	Airnov, Inc.
Closed tubular container comprising a compensation device for the packaging of tablets	21 Mar 2008	12053022	01 Jul 2014	8763797	Granted	Airnov, Inc.
Closure cap for a container	15 May 2008	12992657	04 Nov 2014	8875917	Granted	Airnov, Inc.
Container	30 Jun 2006	11479049	31 May 2011	7952479	Granted	Airnov, Inc.
Container	26 Mar 2007	12532706	24 Feb 2015	8960491	Granted	Airnov, Inc.
Container	17 Nov 2008	12742661	22 Jul 2014	8783485	Granted	Airnov, Inc.
Container	17 Nov 2008	14325599	30 Aug 2016	9428311	Granted	Airnov, Inc.
Container and capsule	17 Nov 2005	11601332	24 Jun 2014	8757369	Granted	Airnov, Inc.
Container for loosely stored products and method for opening such container	25 Feb 2016	15553443	--	--	Pending	Airnov, Inc.
Container for moisture-sensitive goods	01 Feb 2005	11048268	13 Jan 2009	7475773	Granted	Airnov, Inc.
Container for receiving moisture sensitive goods	27 Dec 2012	13727994	02 Apr 2019	10246241	Granted	Airnov, Inc.
Container for receiving moisture sensitive goods	26 Feb 2019	16285579	--	--	Pending	Airnov, Inc.
Container with peripheral groove	01 Jul 2015	15323480	--	--	Pending	Airnov, Inc.

Title	Filing Date	Filing Number	Grant Date	Patent Number	Status	Grantor
Dehydrating container comprising a humidity state indicator	18 Jan 2007	11624481	23 Feb 2010	7665601	Granted	Airnov, Inc.
Design-57-stopper	29 Dec 2007	29299607	24 Nov 2009	D604608	Granted	Airnov, Inc.
Design-65-container-pharmaceuticals and neutraceuticals	16 Oct 2008	29326354	10 Nov 2009	D603707	Granted	Airnov, Inc.
Design-69-containers	11 Oct 2012	29434299	14 Oct 2014	D715507	Granted	Airnov, Inc.
Design-69-containers	23 Sep 2014	29503096	13 Oct 2015	D741035	Granted	Airnov, Inc.
Design-73-closures-containers	15 May 2006	29259732	11 Mar 2008	D563783	Granted	Airnov, Inc.
Design-74-containers - closures	29 Oct 2013	29471205	12 May 2015	D729010	Granted	Airnov, Inc.
Design-74-containers - closures	29 Oct 2014	29507653	20 Sep 2016	D766716	Granted	Airnov, Inc.
Design-74-containers-closures	29 Oct 2013	29471208	--	--	Pending	Airnov, Inc.
Design-74-containers-closures	09 Sep 2016	29577121	27 Feb 2018	D811226	Granted	Airnov, Inc.
Design-74-containers-closures-d3	30 Apr 2014	29489583	03 Oct 2017	D798720	Granted	Airnov, Inc.
Design-76-containers	06 May 2014	24490104	25 Oct 2016	D769719	Granted	Airnov, Inc.
Design-76-containers	06 May 2014	29490108	12 Jul 2016	D761103	Granted	Airnov, Inc.
Design-77-closures-containers	22 Sep 2014	29503016	25 Oct 2016	D769715	Granted	Airnov, Inc.
Design-77-closures-containers	22 Sep 2014	29503018	11 Apr 2017	D783400	Granted	Airnov, Inc.
Design-82-containers	17 Dec 2014	29512222	11 Jul 2017	D791586	Granted	Airnov, Inc.
Design-84-containers	26 Feb 2015	29518762	13 Sep 2016	D766080	Granted	Airnov, Inc.
Design-85-containers	27 May 2015	29528180	01 Aug 2017	D793235	Granted	Airnov, Inc.
Design-92-containers	17 Oct 2016	29581260	4 Jun 2019	D850648	Granted	Airnov, Inc.
Design-93-flow-limiting-device-d1	14 Oct 2016	29581067	07 Aug 2018	D824761	Granted	Airnov, Inc.
Design-93-flow-limiting-device-d2-d3	14 Oct 2016	29581060	12 Feb 2019	D840227	Granted	Airnov, Inc.
Design-93-flow-limiting-device-d4	14 Oct 2016	29581057	07 Aug 2018	D824760	Granted	Airnov, Inc.
Device for dispensing oblong objects, comprising one main opening and at least one other elongated opening	03 Mar 2004	10547483	08 Dec 2009	7628292	Granted	Airnov, Inc.
Device for the leak-tight sealing of packaging containers for sensitive products	20 Dec 2004	10583362	05 Feb 2013	8365932	Granted	Airnov, Inc.

Title	Filing Date	Filing Number	Grant Date	Patent Number	Status	Grantor
Dispensing device for holding and dispensing strip-like objects	03 Feb 2014	14765418	21 Nov 2017	9823234	Granted	Airnov, Inc.
Flow-limiting device and container for unitary products	09 Aug 2017	15740512	--	--	Pending	Airnov, Inc.
Hydrated humidity control substance and process for its preparation	06 Jul 2010	12830607	06 Oct 2015	9149785	Granted	Airnov, Inc.
Package for pre-filled syringe	26 Sep 2017	16336318	--	--	Pending	Airnov, Inc.
Process and apparatus for compounding and injection-moulding desiccant-filled polymers	12 Mar 2008	12046499	29 Jun 2010	7744788	Granted	Airnov, Inc.
Process and apparatus for making an injection molded vial	01 Feb 2008	12024691	30 Aug 2011	8006368	Granted	Airnov, Inc.
Process for splicing a continuous strip of packets	05 Feb 2002	10068342	14 Dec 2004	6829876	Granted	Airnov, Inc.
Screw cap, container body and container	22 Oct 2009	12604068	29 Jan 2013	8360257	Granted	Airnov, Inc.
Sealed arrangement comprising a flow-limiting device, for the storage and dispensing of solid pharmaceutical products	21 May 2007	11751280	24 Aug 2010	7780008	Granted	Airnov, Inc.
Stopper for closing a dispensing opening of a container	02 May 2011	13098545	04 Nov 2014	8875919	Granted	Airnov, Inc.
Stopper for closing a dispensing opening of a container	02 May 2011	14526877	21 Feb 2017	9573734	Granted	Airnov, Inc.
Tamper evident cap	11 May 2006	11432198	16 Feb 2010	7661547	Granted	Airnov, Inc.
Tamper evident closure	13 Nov 2006	12151698	10 Jan 2016	9650184	Granted	Airnov, Inc.
Tamper-evident closure, container with such closure and its use	22 Jun 2017	16311485	--	--	Pending	Airnov, Inc.
Tamper-proof storage assembly and single unit dispenser	21 Feb 2008	12034961	28 Jun 2011	7967160	Granted	Airnov, Inc.
Test strip container	27 Aug 2008	12674908	01 Apr 2014	8685346	Granted	Airnov, Inc.