

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5948389

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CRITICAL SOLUTIONS INTERNATIONAL, INC.	02/05/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TORONTO DOMINION (TEXAS) LLC
<b>Street Address:</b>	E&Y TOWER, 222 BAY STREET
<b>Internal Address:</b>	15TH FLOOR
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5K 1 A2
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8904937
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)446-4900
<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>	
<b>Phone:</b>	212-390-4147
<b>Email:</b>	amanda.cirella@kirkland.com
<b>Correspondent Name:</b>	AMANDA CIRELLA (PARALEGAL)
<b>Address Line 1:</b>	KIRKLAND & ELLIS LLP
<b>Address Line 2:</b>	601 LEXINGTON AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>NAME OF SUBMITTER:</b>	AMANDA CIRELLA
<b>SIGNATURE:</b>	//Amanda Cirella//
<b>DATE SIGNED:</b>	02/05/2020
<b>Total Attachments: 5</b>	
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## **GRANT OF SECURITY INTEREST IN PATENTS**

FOR VALUABLE CONSIDERATION, as of this 5th day of February, 2020, (the “**Effective Date**”), the receipt and adequacy of which is acknowledged, Critical Solutions International, Inc., a Texas corporation (the “**Grantor**”), grants to Toronto Dominion (Texas) LLC, solely in its capacity as US agent for and on behalf of the Lenders (in such capacity, the “**Agent**”) pursuant to the Second Amended and Restated Credit Agreement dated as of January 1, 2020 among AirBoss of America Corp., an Ontario Corporation, AirBoss Rubber Compounding (NC) Inc., a North Carolina corporation (the “**US Borrower**”), Groupe AirBoss Défense Ltée/AirBoss Defense Group Ltd., a Québec corporation, AirBoss Defense Group, Inc., a Delaware corporation (“**ADGI**”), AirBoss Flexible Products Co, a Michigan corporation (“**AirBoss Flexible**”), AirBoss Holdings Inc., a Delaware corporation (“**AirBoss Holdings**”), AirBoss Finco LLC, a Delaware limited liability company (“**AirBoss Finco**”), AirBoss ULC, a Nova Scotia unlimited company, AirBoss II ULC, a Nova Scotia unlimited company, SunBoss Chemicals Corp., an Ontario corporation, Immediate Response Technologies, LLC, a Delaware limited liability company (“**IRT**”), Critical Solutions Acquisition, Inc., a Delaware corporation (“**CSA**”) and the Grantor, each of the financial institutions from time to time signatory thereto (collectively, including their respective successors and assigns, the “**Lenders**”), The Toronto-Dominion Bank, in its capacity as Canadian agent for and on behalf of the Lenders and the Agent (as amended, supplemented and/or restated from time to time, the “**Credit Agreement**”), a security interest and all of the Grantor’s right, title and interest in and to the following whether existing now or later or on which the Grantor now has or later acquires an interest, and wherever the same may be located (the “**Patent Collateral**”):

1. all rights, title and interest in the patents and patent applications set forth on attached Exhibit A (collectively, the “**Patents**”); and
2. all products and proceeds of the foregoing Patents.

The Grantor has granted the security interest under this Agreement in conjunction with the security interests granted to the Agent pursuant to the terms of an Amended and Restated Security Agreement, dated as of December 10, 2015 (“**Security Agreement**”), made by AirBoss Flexible, the US Borrower, AirBoss-Defense Inc., AirBoss Holdings, AirBoss Finco and IRT, and the Grantor, ADGI and CSA by way of a Joinder Agreement (Security Agreement) dated as of the date hereof, as amended by an amendment no. 1 to Security Agreement dated as of the date hereof, in favour of the Agent for the purposes of security as provided in the Security Agreement. The Grantor acknowledges and affirms that the rights, privileges and remedies of the Agent with respect to the security interest in the Patent Collateral granted in this Agreement are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

Upon the termination of the Security Agreement in accordance with the terms thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Patent Collateral under this Agreement and any other documents required to evidence the termination of the Agent's interests in the applicable Patent Collateral.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN AND FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Agent and the Grantor.

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering to the other party hereto one or more counterparts. This Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Agent and a counterpart hereof shall have been executed on behalf of the Agent, and thereafter shall be binding upon the Grantor and the Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor and the Agent and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder except as expressly contemplated by the Security Agreement or the Credit Agreement.

**[Signature Page Follows]**

The Grantor has executed and delivered this Grant of Security Interest in Patents as of the Effective Date.

**CRITICAL SOLUTIONS INTERNATIONAL, INC.**

By:

Kimberly Gallagher  
Name: Kimberly Gallagher  
Title: Vice-President

By:

\_\_\_\_\_  
Name: Daniel Gagnon  
Title: Treasurer

The Grantor has executed and delivered this Grant of Security Interest in Patents as of the Effective Date.

**CRITICAL SOLUTIONS INTERNATIONAL, INC.**

By:

\_\_\_\_\_  
Name: Kimberly Gallagher  
Title: Vice-President

By:

\_\_\_\_\_  
*Daniel Gagnon*  
Name: Daniel Gagnon  
Title: Treasurer

**Exhibit A**  
**Patents**

**United States**

Title	App. No.	Filing Date	Reg. No.	Date Granted	Owner
Line Charge	13/668902	11/5/12	8,904,937	12/9/14	Critical Solutions International, Inc.

**Canada**

Title	Issue Date	Reg. No.	Owner
Line Charge/Charge de Ligne	08/23/16	2,870,060	Critical Solutions International, Inc.