

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5979850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ASPEN REFRIGERANTS, INC.	02/24/2020
HUDSON TECHNOLOGIES, INC.	02/24/2020
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION, AS AGENT
Street Address:	214 NORTH TRYON STREET
Internal Address:	27TH FLOOR
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16153642
Patent Number:	8555733
CORRESPONDENCE DATA	
Fax Number:	
<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:	4045723401
Email:	ssheesley@kslaw.com
Correspondent Name:	STEVEN SHEESLEY
Address Line 1:	1180 PEACHTREE STREET NE
Address Line 2:	KING & SPALDING LLP
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	22939.515040
NAME OF SUBMITTER:	STEVEN SHEESLEY
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	02/25/2020
Total Attachments: 12	
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**SUPPLEMENTAL PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS SUPPLEMENTAL PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT (this "Agreement") is made on the 24th day of February, 2020 among ASPEN REFRIGERANTS, INC. (f/k/a Airgas-Refrigerants, Inc.), a corporation organized under the laws of the State of Delaware ("ARI"), HUDSON TECHNOLOGIES, INC., a corporation organized under the laws of the State of New York ("HT" and, together with ARI, the "Assignors" and each individually, an "Assignor"), and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), as collateral agent and administrative agent for Lenders (as defined below) (in such capacities, the "Agent"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, the Assignors have entered into (i) that certain Term Loan Credit and Security Agreement, dated as of October 10, 2017, by and among Hudson Technologies Company, a corporation organized under the laws of the State of Tennessee ("Hudson Technologies"), ARI and Hudson Holdings, Inc., a corporation organized under the laws of the State of Nevada ("Holdings" and, together with ARI and Hudson Technologies, and each other Person joined thereto as a borrower from time to time, the "Borrowers"), HT, as a guarantor, the financial institutions from time to time party thereto (collectively, the "Lenders" and individually a "Lender") and the Agent (as same may be amended, restated, amended and restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and (ii) certain of the Other Documents executed in connection therewith, to secure loans by the Lenders to the Borrowers; and

WHEREAS, the Assignors own the United States copyrights which have been registered with the United States Copyright Office and have made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), as applicable, own the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), as applicable, own the United States trademark applications and trademarks listed in Schedule C hereto, as applicable, along with the good-will of such Assignor to which such trademark applications and trademarks relate ("Trademarks"), and own the United States trademark applications filed in the United States Patent and Trademark Office based on the intent to use the corresponding mark and listed on Schedule D, as applicable, along with any good-will of such Assignor relating to such trademarks ("ITU Marks"); and

WHEREAS, pursuant to the Loan Agreement, each Assignor is required to and has conveyed and granted to Agent for its benefit and for the ratable benefit of each Lender, a security interest in, among other things, all right, title and interest of such Assignor in, to and under all of such Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of such Assignor and the other Borrowers to Agent for its benefit and for the ratable benefit of each Lender, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Assignor does hereby absolutely grant and convey to Agent for its benefit and for the ratable benefit of each Lender, a security interest in, all of such Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by such Assignor, in whole or in part, as well as any application for a United States copyright registration

now or hereafter made with the United States Copyright Office by such Assignor, as the same may be updated hereafter from time to time;

(b) Each of the Patents, which are presently, or in the future may be owned by such Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by such Assignor, as the same may be updated hereafter from time to time; and

(c) Each of the Trademarks, which are presently, or in the future may be owned by such Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by such Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Each Assignor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

(a) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that such Assignor now owns;

(b) it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that such Assignor now owns;

(c) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that such Assignor now owns;

(d) at Agent's request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which such Assignor hereinafter obtains rights or any ITU Mark which becomes registered with the United States Patent and Trademark Office. Such Assignor further warrants that it is not aware of any third party claim that any of the aspects of such Assignor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. Such Assignor grants to Agent an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights is in use and, to the best of such Assignor's knowledge, does not infringe the rights of any other person or entity;

(g) Such Assignor is, to the best of its knowledge, the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens other than Permitted Encumbrances;

(h) Such Assignor has the unqualified right to enter into this Agreement and perform its terms;

(i) Such Assignor believes it has used, and will use its good faith efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;

(j) Such Assignor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, such Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that such Assignor deems advisable;

(l) Except in the ordinary course of business, such Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture would have a material adverse effect on such Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(m) Such Assignor agrees to promptly, upon learning thereof, furnish Agent in writing all pertinent information available to such Assignor with respect to any infringement or other violation of such Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a material adverse effect on such Assignor, its properties or its ability to perform its obligations under the Loan Agreement and Other Documents (as defined in the Loan Agreement). To the extent that such Assignor deems advisable, such Assignor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a material adverse effect on such Assignor, its properties or its ability to perform its obligations under the Loan Agreement or Other Documents.

- 2) Subject to the provisions of the Loan Agreement, each Assignor hereby grants to Agent and its employees and agents the right to visit such Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents, Trademarks, or Copyrights, and to inspect the products and quality control records relating thereto. Each Assignor shall do any and all acts reasonably required by Lenders to ensure such Assignor's compliance herewith.
- 3) Each Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with such Assignor's obligations under this Agreement, without Lenders' prior written consent.
- 4) If, before the Obligations have been satisfied in full:
 - (a) Each Assignor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for

reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and such Assignor shall give to Lenders prompt notice thereof in writing; and

(b) any ITU Mark becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the each Assignor or Lenders (including, without limitation, the grant of a security interest by such Assignor to Lenders in any such ITU Mark which becomes registered with the United States Patent and Trademark Office) and such Assignor shall give to Lenders prompt notice in writing of such ITU Mark becoming registered.

- 5) Each Assignor authorizes Agent to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks covered hereby.
- 6) Upon and during the occurrence of any Event of Default, and subject to the provisions of the Intercreditor Agreement:
 - a) Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and
 - b) Agent may, in addition to any other remedies which may be available to Lenders, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to each Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), and may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to such Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to such Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice such Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of such Assignor, which right and equity of redemption are hereby waived and released.
- 7) At such time as such Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to such Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto and in accordance with the terms hereof.
- 8) Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of

any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Agent of any of its rights or remedies under this Agreement, the Loan Agreement or any Other Document shall be borne and paid by each Assignor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.

- 9) To the extent that an Assignor deems it advisable, such Assignor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by such Assignor. No Assignor shall abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of Agent, which consent shall not be unreasonably withheld.
- 10) Each Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Each Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney fees, incurred by Agent in the fulfillment of the provisions of this paragraph. The obligations of each Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of a Default or an Event of Default, each Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If an Assignor fails to comply with any of its obligations hereunder, Agent may do so in such Assignor's name or in Lenders' name, but at such Assignor's expense, and each Assignor hereby agrees to reimburse Lenders in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lenders in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 13) No course of dealing between an Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 14) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. EACH ASSIGNOR AND LENDERS EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF LENDERS. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between each Assignor and Lenders and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.
- 21) The Agent has executed this Agreement as directed under and in accordance with the Loan Agreement and will perform this Agreement solely in its capacity as the Agent and not individually and strictly in accordance with the Loan Agreement. In performing under this Agreement, the Agent shall have all such rights, protections and immunities granted to it under the Loan Agreement. Subject to the terms of the Loan Agreement, the Agent shall have no obligation to perform or exercise any discretionary act.

[SIGNATURE PAGES TO FOLLOW]


IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Assignors:

HUDSON TECHNOLOGIES, INC.

By: 
Name: Nat Krishnamurti
Title: CFO

ASPEN REFRIGERANTS, INC. (f/k/a Airgas-Refrigerants, Inc.)

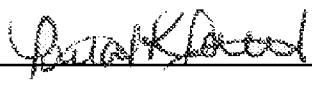
By: 
Name: Nat Krishnamurti
Title: CFO

[SIGNATURE PAGE TO PATENTS, TRADEMARKS, AND
COPYRIGHTS SECURITY AGREEMENT]

PATENT
REEL: 051914 FRAME: 0813

Agent:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Prital K. Patel
Title: Vice President

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PATENT
REEL: 051914 FRAME: 0814

**SCHEDULE A
(Copyrights)**

NONE

**SCHEDULE B
(Patents)**

Hudson Technologies, Inc.

Title	Appl. Number	Patent Number	Issue Date
SYSTEM AND METHOD FOR RETROFITTING A REFRIGERATION SYSTEM FROM HCFC TO HFC REFRIGERANT	16/153642		15-Oct-2018

Aspen Refrigerants, Inc. (f/k/a Airgas-Refrigerants, Inc.)

Title	Appl. Number	Patent Number	Issue Date
SYSTEM AND METHOD FOR ANALYZING A REFRIGERANT SAMPLE	13/242485	8555733	15-Oct-2013

**SCHEDULE C
(Trademarks)**

Hudson Technologies, Inc.

Trademark	Application #	Publication#:	Issue Date
ZUGIBEAST	74682909	1,985,422	9-July-1996

**SCHEDULE D
(ITU Marks)**

NONE