

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5983779

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------|----------------|
| STERICYCLE, INC. | 02/25/2020 |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT |
| Street Address: | 101 N. TRYON STREET |
| Internal Address: | NC1-001-05-45 |
| City: | CHARLOTTE |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |

PROPERTY NUMBERS Total: 27

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 9988211 |
| Application Number: | 15477663 |
| Patent Number: | 9585719 |
| Patent Number: | 8998031 |
| Patent Number: | 8522979 |
| Patent Number: | 8065362 |
| Patent Number: | 7934602 |
| Patent Number: | 7984810 |
| Patent Number: | 7677395 |
| Patent Number: | 7591380 |
| Application Number: | 12836860 |
| Patent Number: | 7522038 |
| Patent Number: | 7162440 |
| Patent Number: | 6344638 |
| Patent Number: | 6248985 |
| Patent Number: | 5833922 |
| Patent Number: | 5830419 |
| Patent Number: | 5709842 |
| Patent Number: | 5641423 |

PATENT

| Property Type | Number |
|----------------|---------|
| Patent Number: | 5609820 |
| Patent Number: | 5523052 |
| Patent Number: | 5508004 |
| Patent Number: | D358327 |
| Patent Number: | D358326 |
| Patent Number: | 5226065 |
| Patent Number: | 5106594 |
| Patent Number: | 5035858 |

CORRESPONDENCE DATA

Fax Number: (704)444-8857

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: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: TERRY L. WITCHER, SENIOR PARALEGAL

Address Line 1: MCGUIREWOODS LLP

Address Line 2: 201 N. TRYON STREET, SUITE 3000

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2068279-1025

NAME OF SUBMITTER: TERRY L. WITCHER, SENIOR PARALEGAL

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 02/26/2020

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 25, 2020 (this "Patent Security Agreement"), by STERICYCLE, INC., a Delaware corporation (the "Company"), and each Subsidiary of the Company identified on the signature pages hereto (such Subsidiaries, together with the Company, collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent ("Administrative Agent") for itself and the Lenders from time to time party to the Credit Agreement, as hereinafter defined (the "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 17, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, certain Subsidiaries of the Company party thereto as Designated Borrowers (together with the Company, the "Borrowers"), the Administrative Agent and the Lenders from time to time party thereto, and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent, on behalf of itself and the other Secured Parties, a security interest in substantially all of Grantor's personal property and assets, including, without limitation, the Patent Collateral (as defined below) referred to in Section 1 below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has agreed to execute this Patent Security Agreement in respect of its Patent Collateral for recording with the United States Patent and Trademark Office and any other office in which a security interest in the Patent Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agrees as follows:

1. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following whether presently existing or hereafter created or acquired (the "Patent Collateral"):

(a) the United States patents, patent applications and patent licenses set forth in Schedule A hereto, as Schedule A may be supplemented (pursuant to this Patent Security Agreement and the Security Agreement) from time to time by supplements which may be executed and delivered by the Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to such Patents; and

(c) any and all proceeds of the foregoing; provided, however that the Patent Collateral shall not include any Excluded Assets (as defined in the Security Agreement).

2. SECURITY FOR OBLIGATIONS. The pledge and collateral assignment of, and the grant of a security interest in, the Patent Collateral by each of the Grantors under this Patent Security Agreement secures the payment in full of all Obligations (other than unasserted contingent indemnity claims or unasserted claims based on provisions in the Loan Documents that survive the repayment of the Obligations) of the Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. COVENANTS.(a) If, before payment in full of the Obligations and termination of the Commitments, any Grantor obtains rights to any new patentable inventions, or becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent or any improvement on any Patent, the provisions of Section 1 shall automatically apply thereto and the Grantor shall give to the Administrative Agent notice thereof in writing in accordance with the Security Agreement. Without limiting the Grantor's obligations under this paragraph, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule A to include any such new Patent Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule A.

(b) Any expenses incurred in connection with prosecution, registration and maintenance of the Patents shall be borne by the Grantors.

(c) If any Grantor fails to comply with any of the foregoing provisions of this Section 3, the Administrative Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at the Grantor's expense, and each Grantor hereby agrees to reimburse the Administrative Agent in full for all expenses, including the fees and disbursements of counsel incurred by the Administrative Agent in procuring, protecting, defending and maintaining the Patent Collateral in accordance with the Credit Agreement. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Patent Security Agreement, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of the Grantor repayable on demand, together with interest at the rate applicable to Loans at the Base Rate.

(d) During the continuation of an Event of Default, Grantors shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Patent Collateral without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantors engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantors' sole expense, the Administrative Agent shall have the right (but shall not be obligated) during the continuation of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Patent Collateral.

4. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

5. EXECUTION IN COUNTERPARTS. This Patent Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

6. GRANTS, RIGHTS AND REMEDIES. This Patent Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. GOVERNING LAW.

(a) THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY SECURED PARTY, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE

ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GRANTOR(S):

STERICYCLE, INC.

By: Janet H. Zelenka
Name: Janet H. Zelenka
Title: Executive Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Administrative Agent

By: *Ronaldo Naval*

Name: Ronaldo Naval

Title: Vice President

SCHEDULE A

PATENTS

| Title | Application No. | Application Date | Registration No. | Registration Date | Current Owner/ Assignee | Publication No. | Publication Date |
|---|-----------------|------------------|------------------|-------------------|--|-----------------|------------------|
| Lockable mounting bracket | 15/597,046 | 5/16/2017 | 9988211 | 6/5/2018 | Stericycle, Inc. | n/a | |
| Pharmaceutical waste disposal system | 15/477663 | 4/3/2017 | n/a | n/a | Stericycle, Inc. | 20180071046 | 3/15/2018 |
| Waste container assembly | 14/519,911 | 10/21/2014 | 9585719 | 3/7/2017 | Stericycle, Inc. | 20150034665 | 2/5/2015 |
| Waste container assembly | 13/219,113 | 8/26/2011 | 8998031 | 4/7/2015 | Stericycle, Inc. | 20130048660 | 2/28/2013 |
| Recovery of reprocessible medical devices in a sharps container | 13/286,976 | 11/1/2011 | 8522979 | 9/3/2013 | Stericycle, Inc. | 20120111770A1 | 5/10/2012 |
| System and method for processing and updating event related information using automated reminders | 12/530162 | 2/2/2010 | 8065362 | 11/22/2011 | Stericycle, Inc. | 20100153487 | 6/17/2010 |
| Recovery of reprocessible medical devices in a sharps container | 12/561068 | 9/16/2009 | 7934602 | 5/3/2011 | Stericycle, Inc. | 20100000915 | 1/7/2010 |
| Recovery of reprocessible medical devices in a sharps container | 12/547701 | 8/26/2009 | 7984810 | 7/26/2011 | Stericycle, Inc. | 20090314694 | 12/24/2009 |
| Recovery of reprocessible medical devices in a sharps container | 11/252004 | 10/17/2005 | 7677395 | 3/16/2010 | Stericycle, Inc. | 20060070934 | 4/6/2006 |
| Recovery of reprocessible medical devices in a sharps container | 10/943586 | 9/17/2004 | 7591380 | 9/22/2009 | Stericycle, Inc. | 20060070933 | 4/6/2006 |
| Wall mountable retainer for medical sharps | 12/836860 | 8/6/2009 | n/a | n/a | Stericycle, Inc. | 20110031144 | 2/10/2011 |
| Emergency contact system and method | 11/214,227 | 8/29/2005 | 7522038 | 4/21/2009 | Stericycle, Inc. | 20070046456 | 3/1/2007 |
| Product management system | 10/011818 | 11/12/2001 | 7162440 | 1/9/2007 | Stericycle, Inc. | 20030093328 | 5/15/2003 |
| Method for the disinfection of medical waste in a continuous manner | 09/571,783 | 5/16/2000 | 6344638 | 2/5/2002 | Stericycle, Inc. (*subject to security grant to Bank of America) | n/a | |
| Apparatus and method for the disinfection of medical waste in a continuous manner | 09/238,525 | 1/27/1999 | 6248985 | 6/19/2001 | Stericycle, Inc. (*subject to security grant to Bank of America) | n/a | |

| Title | Application No. | Application Date | Registration No. | Registration Date | Current Owner/ Assignee | Publication No. | Publication Date |
|---|-----------------|------------------|------------------|-------------------|---|-----------------|------------------|
| Apparatus and method for processing medical waste | 08/485,480 | 6/7/1995 | 5833922 | 11/10/1998 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |
| Apparatus and method for processing medical waste | 08/486,394 | 6/7/1995 | 5830419 | 11/3/1998 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |
| Apparatus and method for processing medical waste | 07/903,906 | 6/25/1992 | 5709842 | 1/20/1998 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |
| Radio frequency heating apparatus for rendering medical materials | 08/466,088 | 6/6/1995 | 5641423 | 6/24/1997 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |
| Apparatus for rendering medical materials safe | 08/480879 | 6/7/1995 | 5609820 | 3/11/1997 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |
| Method and apparatus for rendering medical materials safe | 08/426,631 | 4/21/1995 | 5523052 | 6/4/1996 | Stericycle, Inc. (*subject to security grants to LaSalle National Bank) | n/a | |
| Apparatus and method for processing medical waste | 08/177,803 | 1/6/1994 | 5508004 | 4/16/1996 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |
| Steritub container | D/018,693 | 2/14/1994 | D358327 | 5/16/1995 | Stericycle, Inc. (*subject to security grant to Bank of America) | n/a | |
| Steritub container | D/018,748 | 2/14/1994 | D358326 | 5/16/1995 | Stericycle, Inc. | n/a | |
| Device for disinfecting medical materials | 07/698,594 | 5/10/1991 | 5226065 | 7/6/1993 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |
| Apparatus for processing medical waste | 07/586,442 | 9/21/1990 | 5106594 | 4/21/1992 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |

| Title | Application No. | Application Date | Registration No. | Registration Date | Current Owner/ Assignee | Publication No. | Publication Date |
|---|-----------------|------------------|------------------|-------------------|---|-----------------|------------------|
| Method for disinfecting medical materials | 07/530,438 | 6/1/1990 | 5035858 | 7/30/1991 | Stericycle, Inc. (*subject to security grants to Bank of America and LaSalle National Bank) | n/a | |

PATENT APPLICATIONS

| Registered Applicant | Patent Title | Application No. | Status |
|----------------------|----------------------------|-----------------|--------|
| Stericycle, Inc. | THREE STAGE PAPER SHREDDER | 11275016.1 | Filed |

PATENT

REEL: 051939 FRAME: 0691

RECORDED: 02/26/2020