

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6039468

| | |
|------------------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST (SECOND LIEN) |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------|----------------|
| S & N PUMP COMPANY | 03/30/2020 |
| CLYDE UNION INC. | 03/30/2020 |
| BOARDWALK PARENT, LLC | 03/30/2020 |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | BNP PARIBAS, AS COLLATERAL AGENT |
| Street Address: | 787 SEVENTH AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |

PROPERTY NUMBERS Total: 18

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 7950452 |
| Patent Number: | 7828573 |
| Patent Number: | 7784395 |
| Patent Number: | 8191460 |
| Patent Number: | 8511219 |
| Patent Number: | 9027932 |
| Patent Number: | 8998172 |
| Patent Number: | 8733737 |
| Patent Number: | 6161584 |
| Patent Number: | 7195034 |
| Patent Number: | 8333329 |
| Patent Number: | 9759332 |
| Patent Number: | 8469341 |
| Patent Number: | 6619568 |
| Patent Number: | 9677673 |
| Application Number: | 62843807 |
| Application Number: | 62845502 |
| Application Number: | 16580582 |

PATENT

CORRESPONDENCE DATA**Fax Number:** (800)914-4240

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: 8007130755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT CORPORATION**Address Line 1:** 4400 EASTON COMMONS WAY**Address Line 2:** SUITE 125**Address Line 4:** COLUMBUS, OHIO 43219

| | |
|---------------------------|------------|
| NAME OF SUBMITTER: | DORIS KA |
| SIGNATURE: | /Doris Ka/ |
| DATE SIGNED: | 03/31/2020 |

Total Attachments: 6

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

1. S & N Pump Company
2. Clyde Union Inc.
3. Boardwalk Parent, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 30, 2020

- | | |
|--|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Joint Research Agreement | |
| <input type="checkbox"/> Government Interest Assignment | |
| <input type="checkbox"/> Executive Order 9424, Confirmatory License | |
| <input checked="" type="checkbox"/> Other <u>Security Interest (Second Lien)</u> | |

2. Name and address of receiving party(ies)

Name: BNP Paribas, as Collateral Agent

Internal Address:

Street Address: 787 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08540.018 (2L)

Email Address: dka@cahill.com

6. Total number of applications and patents involved: ¹⁸

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized UserName

9. Signature:

Doris Ka

March 30, 2020

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Notice of Grant of Security Interest in Intellectual Property

This NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of March 30, 2020 (this "Notice"), made by BOARDWALK PARENT, LLC (the "Borrower") and each Subsidiary of the Borrower party hereto (collectively, the "Pledgors"), in favor of BNP PARIBAS, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, each subsidiary of the Borrower identified therein and BNP Paribas, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Patent Collateral"):

all Patents of the United States of America, including those listed on Schedule I.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed

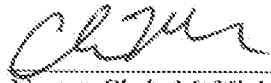
counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

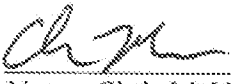
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

CLYDE UNION INC.

By: 
Name: Chris McVicker
Title: President and Treasurer

S & N PUMP COMPANY

By: 
Name: Chris McVicker
Title: President and Treasurer

BOARDWALK PARENT, LLC

By: 
Name: Chris McVicker
Title: Chief Financial Officer

BNP PARIBAS,
as Collateral Agent,



Denise Chow
Director

By: _____

Name:

Title:



By: _____

Name: Mara MacDonald

Title: Vice President

Schedule I

to Notice of Grant of Security Interest (Second Lien) in Patents

| Owner | Patent | App. No or Issue No. | Grant Date |
|-----------------------|---|----------------------|------------|
| S & N Pump Company | Anti-Fouling System for Offshore Drilling Structures | 7,950,452 | 5/31/2011 |
| S & N Pump Company | Subsea Electrical Connector and Method | 7,828,573 | 11/9/2010 |
| Clyde Union Inc. | Zero Emissions Reciprocating Pump | 7,784,395 | 8/31/2010 |
| Clyde Union Inc. | Zero Emissions Reciprocating Pump | 8,191,460 | 6/5/2012 |
| Clyde Union Inc. | Zero Emissions Reciprocating Pump | 8,511,219 | 8/20/2013 |
| Clyde Union Inc. | Zero Emissions Reciprocating Pump | 9,027,932 | 5/12/2015 |
| Boardwalk Parent, LLC | Ball Valve Seat Seal | 8,998,172 | 4/7/2015 |
| Boardwalk Parent, LLC | Nose Seal For Surge Relief Valves | 8,733,737 | 5/27/2014 |
| Boardwalk Parent, LLC | Re-Examination of U.S. Patent 6,161,584 | 6,161,584 | 12/4/2007 |
| Boardwalk Parent, LLC | Fluid Trim Apparatus and Method | 7,195,034 | 3/27/2007 |
| Boardwalk Parent, LLC | Atomizing Desuperheater Shutoff Apparatus and Method | 8,333,329 | 12/18/2012 |
| Boardwalk Parent, LLC | Atomizing Desuperheater Shutoff Apparatus and Method | 9,759,332 | 9/12/2017 |
| Boardwalk Parent, LLC | Desuperheater Seat-Ring Apparatus | 8,469,341 | 6/25/2013 |
| Boardwalk Parent, LLC | Material Dispersing Device and Method | 6,619,568 | 9/16/2003 |
| Boardwalk Parent, LLC | Balanced Double Seated Globe Valve with Flexible Plug | 9,677,673 | 6/13/2017 |
| Boardwalk Parent, LLC | Rate of Rise Skid | 62/843,807 | N/A |
| Boardwalk Parent, LLC | Rate of Rise Skid | 62/845,502 | N/A |
| Boardwalk Parent, LLC | Systems and Methods for Providing Surge Relief | 16/580,582 | N/A |