

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6086782

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ILSCO, LLC	04/30/2020
	SURGE SUPPRESSION, LLC	04/30/2020
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 43		
Property Type	Number	
Patent Number:	7699669	
Patent Number:	9822955	
Patent Number:	6325675	
Patent Number:	6663443	
Patent Number:	D592603	
Patent Number:	D593500	
Patent Number:	D593501	
Patent Number:	D593502	
Patent Number:	D593956	
Patent Number:	D593957	
Patent Number:	D593958	
Patent Number:	D594825	
Patent Number:	D594826	
Patent Number:	6664469	
Patent Number:	10381183	
Patent Number:	7196268	
Patent Number:	9698578	
Patent Number:	6338658	
Patent Number:	D745846	

PATENT

Property Type	Number
Patent Number:	D771560
Patent Number:	D772801
Patent Number:	D773388
Patent Number:	D623140
Patent Number:	D660802
Patent Number:	9929477
Patent Number:	D536307
Patent Number:	10096935
Application Number:	62904746
Application Number:	62927189
Patent Number:	D527348
Patent Number:	D531131
Patent Number:	D524247
Patent Number:	D524248
Patent Number:	D524758
Patent Number:	D525209
Patent Number:	D523820
Patent Number:	D524757
Patent Number:	D530285
Patent Number:	7229325
Patent Number:	7625252
Patent Number:	7417841
Patent Number:	8107208
Patent Number:	8107207

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.

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Email: oscar.ruiz@katten.com

Correspondent Name: OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-648
NAME OF SUBMITTER:	OSCAR RUIZ
SIGNATURE:	/OSCAR RUIZ/
DATE SIGNED:	04/30/2020
Total Attachments: 7	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of April 30, 2020 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ANTARES CAPITAL LP, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, ECMI HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), CYCLONE FINANCE, LLC, a Delaware limited liability company (the “Initial Borrower”), immediately upon consummation of the Finance Merger (as defined in the Credit Agreement defined below), ECM INDUSTRIES, LLC, a Delaware limited liability company (the “Company”), the other Persons (as defined therein) party thereto that are designated as a “Credit Party”, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 23, 2019 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein. Each Grantor became a Credit Party under the Credit Agreement by entering into Supplement No. 1, dated as of the date hereof, to the Guaranty, dated as of the Closing Date, among Holdings, the other Guarantors party thereto and Agent.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into Security Agreement Supplement No. 1, dated as of the date hereof, to the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

The issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ILSCO, LLC
SURGE SUPPRESSION, LLC,
each, a Grantor

By: 

Name: Matthew Walter

Title: Chief Financial Officer and Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 052542 FRAME: 0291

ANTARES CAPITAL LP, as Agent

By: Phillip Croff

Name: Phillip Croff

Title: Duly Authorized Signatory

SCHEDULE A

United States Patents and Patent Applications

Owner	Title	Application No. Filing Date	Patent No. Issue Date
Ilsco, LLC	Screw assembly for electrical connectors	11/844547 24-Aug-2007	7699669 20-Apr-2010
Ilsco, LLC	Breakaway connector and fuse receptacle	14/990892 08-Jan-2016	9822955 21-Nov-2017
Ilsco, LLC	Electrical-connector insulating cover having a hinged access cover	09/692563 19-Oct-2000	6325675 04-Dec-2001
Ilsco, LLC	Lay-in electrical connector with a detachable tang	10/231865 30-Aug-2002	6663443 16-Dec-2003
Ilsco, LLC	Lay-in electrical connector	29/318094 13-May-2008	D592603 19-May-2009
Ilsco, LLC	Lay-in electrical connector	29/333237 05-Mar-2009	D593500 02-Jun-2009
Ilsco, LLC	Lay-in electrical connector	29/333241 05-Mar-2009	D593501 02-Jun-2009
Ilsco, LLC	Lay-in electrical connector	29/333242 05-Mar-2009	D593502 02-Jun-2009
Ilsco, LLC	Lay-in electrical connector	29/333238 05-Mar-2009	D593956 09-Jun-2009
Ilsco, LLC	Lay-in electrical connector	29/333239 05-Mar-2009	D593957 09-Jun-2009
Ilsco, LLC	Lay-in electrical connector	29/333243 05-Mar-2009	D593958 09-Jun-2009
Ilsco, LLC	Lay-in electrical connector	29/327300 04-Nov-2008	D594825 23-Jun-2009
Ilsco, LLC	Lay-in electrical connector	29/333240 05-Mar-2009	D594826 23-Jun-2009
Ilsco, LLC	Neutral bar assembly and method of making assembly	10/292246 112-Nov-2002	6664469 16-Dec-2003
Ilsco, LLC	Power distribution clip assembly	15/812197 14-Nov-2017	10381183 13-Aug-2019
Ilsco, LLC	Self sealing electrical connector	10/920002 17-Aug-2004	7196268 27-Mar-2007
Ilsco, LLC	Slotted bus bar for electrical distribution	15/376762 13-Dec-2016	9698578 04-Jul-2017
Ilsco, LLC	Slotted electrical connector	09/504340 14-Feb-2000	6338658 15-Jan-2002
Ilsco, LLC	Solar panel electrical connector	29/481913 12-Feb-2014	D745846 22-Dec-2015

Owner	Title	Application No. Filing Date	Patent No. Issue Date
Ilsco, LLC	Solar panel electrical connector	29/542543 15-Oct-2015	D771560 15-Nov-2016
Ilsco, LLC	Solar panel electrical connector	29/542548 15-Oct-2015	D772801 29-Nov-2016
Ilsco, LLC	Solar panel electrical connector	29/542545 15-Oct-2015	D773388 06-Dec-2016
Ilsco, LLC	Stud electrical connector	29/340372 17-Jul-2009	D623140 07-Sep-2010
Ilsco, LLC	Stud electrical connector	29/369092 02-Sep-2010	D660802 29-May-2012
Ilsco, LLC	Torque limited screw for electrical connector	15/139416 27-Apr-2016	9929477 27-Mar-2018
Ilsco, LLC	Transformer tap connector	29/196648 02-Jan-2004	D536307 06-Feb-2007
Ilsco, LLC and Power Temp Systems, Inc.	Electrical connector adapted for portable power distribution systems	15/637229 29-Jun-2017	10096935 09-Oct-2018
Ilsco, LLC	Pressure Measuring Device for crimping tool	62/904746 24-Sept-2019	—
Ilsco, LLC	Multi-wire insulation piercing node	62/927189 29-Oct-2019	—
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233339 30-Jun-2005	D527348 29-Aug-2006
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233343 30-Jun-2005	D531131 31-Oct-2006
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233354 30-Jun-2005	D524247 04-Jul-2006
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233355 30-Jun-2005	D524248 04-Jul-2006
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233351 30-Jun-2005	D524758 11-Jul-2006
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233350 30-Jun-2005	D525209 18-Jul-2006
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233349 30-Jun-2005	D523820 27-Jun-2006
Ilsco, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233348 30-Jun-2005	D524757 11-Jul-2006

Owner	Title	Application No. Filing Date	Patent No. Issue Date
IlSCO, LLC	Interconnect for electrically connecting plural electrically conductive neutral bars in fixed spaced-apart relationship	29/233347 30-Jun-2005	D530285 17-Oct-2006
IlSCO, LLC	Submersible electrical connector	11/192564 29-Jul-2005	7229325 12-Jun-2007
IlSCO, LLC	Submersible electrical connector	11/970670 08-Jan-2008	7625252 01-Dec-2009
Surge Suppression, LLC	Apparatus and method for fusing voltage surge and transient anomalies in a surge suppression device	11/003828 03-Dec-2004	7417841 26-Aug-2008
Surge Suppression, LLC	Insulated surge suppression circuit	12/195556 21-Aug-2008	8107208 31-Jan-2012
Surge Suppression, LLC	Potted electrical circuit with protective insulation	12/188476 08-Aug-2008	8107207 31-Jan-2012