# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6350240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		

## **CONVEYING PARTY DATA**

Name	Execution Date
ARRAY TECHNOLOGIES, INC.	10/14/2020

#### **RECEIVING PARTY DATA**

Name:	GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
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City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282-2198

## **PROPERTY NUMBERS Total: 14**

Property Type	Number				
Patent Number:	9281778				
Patent Number:	10069455				
Patent Number:	9581678				
Patent Number:	10042030				
Application Number:	16055663				
Patent Number:	9631840				
Patent Number:	8459249				
Patent Number:	10536109				
Application Number:	16741597				
Patent Number:	10771007				
Application Number:	62948132				
Application Number:	29717081				
Application Number:	17061341				
Application Number:	17061350				

## **CORRESPONDENCE DATA**

#### **Fax Number:**

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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ATTORNEY DOCKET NUMBER:	1277015
NAME OF SUBMITTER:	DAPHNE XU
SIGNATURE:	/Daphne Xu/
DATE SIGNED:	10/14/2020

### **Total Attachments: 7**

source=4 Cover - (Array - IPSA - Patent Security Agreement - Executed 10.14)#page2.tif source=4 Cover - (Array - IPSA - Patent Security Agreement - Executed 10.14)#page3.tif source=4 Cover - (Array - IPSA - Patent Security Agreement - Executed 10.14)#page4.tif source=4 Cover - (Array - IPSA - Patent Security Agreement - Executed 10.14)#page5.tif source=4 Cover - (Array - IPSA - Patent Security Agreement - Executed 10.14)#page6.tif source=4 Cover - (Array - IPSA - Patent Security Agreement - Executed 10.14)#page7.tif source=4 Cover - (Array - IPSA - Patent Security Agreement - Executed 10.14)#page8.tif

#### PATENT SECURITY AGREEMENT

WHEREAS, Array Technologies, Inc., a New Mexico corporation (herein referred to as the "Grantor") owns the Patent Collateral (as defined below);

WHEREAS, the Grantor, the Lenders party thereto, and Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of October 14, 2020 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to that certain Security Agreement, dated as of October 14, 2020, (as amended and/or supplemented from time to time, the "Security Agreement") among the Grantor, the Guarantors party thereto and Goldman Sachs Bank USA, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), the Grantor has secured certain of its obligations (its "Secured Obligations") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the "Transaction Liens") in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent owned by the Grantor and identified in Schedule 1 hereto; and
- (ii) all Proceeds of the foregoing.

This Patent Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Grantor's expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Patent Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Patent Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the

Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

[Signature pages follow]

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

ARRAY TECHNOLOGIES, INC.,

a New Mexico corporation, as Grantor

Name: Nipul Patel

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Acknowledged:

GOLDMAN SACHS BANK USA,

as Collateral) Agent

By:

Name: Robert Ehudin

Title: Authorized Signatory

**REEL: 054055 FRAME: 0612** 

## ARRAY TECHNOLOGIES, INC.

## **PATENTS**

<u>Title</u>	Jurisdiction	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	<u>Status</u>	Current Owner of Record
Mounting bracket assemblies and methods	U.S.	14/044,704 10/2/2013	20150092383	9281778 3/8/2016	Issued	Array Technologies, Inc.
Mounting bracket assemblies and methods	U.S.	15/063,098 3/7/2016	20160190976	10069455 9/4/2018	Issued	Array Technologies, Inc.
Torque limiter devices, systems and methods and solar trackers incorporating torque limiters	U.S.	14/624,930 2/18/2015	20150234031	9581678 2/28/2017	Issued	Array Technologies, Inc.
Torque limiter devices, systems and methods and solar trackers incorporating torque limiters	U.S.	15/437,488 2/21/2017	20170160372	10042030 8/7/2018	Issued	Array Technologies, Inc.

<u>Title</u>	Jurisdiction	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	<u>Status</u>	Current Owner of Record
Torque limiter devices, systems and methods and solar trackers incorporating torque limiters	U.S.	16/055,663 8/6/2018	20180348331		Allowed	Array Technologies, Inc.
Single axis solar tracking system	U.S.	13/895,117 5/15/2013	20140338659	9631840 4/25/2017	Issued	Array Technologies, Inc.
Single axis solar tracking system	U.S.	12/137,764 6/12/2008	20080308091	8459249 6/11/2013	Issued	Array Technologies, Inc.
Clip-on mounting rails, mounting brackets, and methods of mounting solar modules	U.S.	15/618,408 6/9/2017	20170359017	10536109 1/14/2020	Issued	Array Technologies, Inc.
Clip-on mounting rails, mounting brackets, and methods of mounting solar modules	U.S.	16/741,597 1/13/2020	20200162016	_	Pending	Array Technologies, Inc.
Spring counter- balance assemblies and solar trackers incorporating spring counter- balance assemblies	U.S.	15/909,142 3/1/2018	20180254740	10771007 9/8/2020	Issued	Array Technologies, Inc.

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<u>Title</u>	Jurisdiction	Application No./ Filing Date	Publication No.	Patent No./ Issue Date	<u>Status</u>	Current Owner of Record
Unpublished application	U.S.	62/948,132 12/13/2019			Pending	Array Technologies, Inc.
Unpublished application	U.S.	29/717,081 12/13/2019			Pending	Array Technologies, Inc.
Unpublished application	U.S.	17/061,341 10/1/2020			Pending	Array Technologies, Inc.
Unpublished application	U.S.	17/061,350 10/1/2020			Pending	Array Technologies, Inc.

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