506412905 12/18/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6459662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
INFRAMARK, LLC	12/18/2020

#### **RECEIVING PARTY DATA**

Name:	ANTARES CAPITAL LP	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16592483

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)969-2900

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:** 212-969-3000

Email:ypan@proskauer.comCorrespondent Name:CHRISTINE F. CHENAddress Line 1:PROSKAUER ROSE LLP

Address Line 2: ONE INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	25278-032	
NAME OF SUBMITTER:	CHRISTINE F. CHEN	
SIGNATURE: /Christine F. Chen/		
DATE SIGNED:	12/18/2020	

#### **Total Attachments: 5**

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> PATENT REEL: 054698 FRAME: 0515

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#### PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of December 18, 2020 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, this "**Patent Security Agreement**"), is made by INFRAMARK, LLC ("**Grantor**") in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, Grantor is party to that certain Security Agreement, dated as of December 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

#### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in and to the Patents (including those listed on Schedule A hereto) (collectively, the "Patent Collateral"); provided that the Patent Collateral shall not include any Excluded Assets.

#### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and 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 that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

#### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

#### **SECTION 5. TERMINATION**

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative

PATENT REEL: 054698 FRAME: 0516 Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

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

### **SECTION 7. COUNTERPARTS**

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

INFRAMARK, LLC

By: Name: Stephane Bouvier

Title: Chief Executive Officer

#### ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent

By: Kink E. Sommefeld

Name: Kirk Sonnefeld

Title: Duly Authorized Signatory

# SCHEDULE A to PATENT SECURITY AGREEMENT

## **PATENTS**

None.

# **PATENT APPLICATIONS**

Grantor	Patent	Application No.	Filing Date
Inframark, LLC	MIXING VESSEL AND METHOD OF USE	16/592,483	2019-10-03

PATENT REEL: 054698 FRAME: 0520

**RECORDED: 12/18/2020**