

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6469691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NO SPILL, LLC	12/24/2020
RECEIVING PARTY DATA	
Name:	BSP AGENCY, LLC, AS COLLATERAL AGENT
Street Address:	9 WEST 57TH STREET, SUITE 4920
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9174075
Patent Number:	10029132
Patent Number:	10307625
Patent Number:	8567646
Application Number:	16042816
Application Number:	17014826
CORRESPONDENCE DATA	
Fax Number:	(646)558-4180
<i>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.</i>	
Phone:	2124597115
Email:	TRoot@goodwinlaw.com
Correspondent Name:	TROY ROOT
Address Line 1:	620 8TH AVENUE
Address Line 2:	GOODWIN PROCTER LLP
Address Line 4:	NEW YORK, NEW YORK 10018
NAME OF SUBMITTER:	TROY ROOT
SIGNATURE:	/s/ Troy Root
DATE SIGNED:	12/28/2020
Total Attachments: 4	

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PATENT

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of December 24, 2020 (this “**Agreement**”), between No Spill, LLC, a Kansas limited liability company (the “**Grantor**”) and BSP Agency, LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) to the Credit Agreement dated as of March 2, 2020, (as amended by the First Amendment to Credit Agreement, dated as of September 25, 2020, and the Second Amendment to Credit Agreement, dated as of December 24, 2020, and amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among the GROSSE POINT BEACON ACQUISITION, INC., a Delaware corporation (the “**Borrower**”), GROSSE POINT BEACON PARENT, LP, a Delaware limited partnership (“**Holdings**”), the Lenders party thereto and BSP Agency, LLC as Administrative Agent and Collateral Agent for the Lenders and the other Secured Parties and (b) the Collateral Agreement dated of even date with the Credit Agreement (as supplemented by Supplement No. 1 to Collateral Agreement, dated as of December 24, 2020, between the Grantor and the Collateral Agent, and as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Borrower, Holdings, the other Subsidiary Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement 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 Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successor and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in, and continuing Lien on, all of such Grantor’s right, title and interest in, to and under the United States patents and patent applications listed on Schedule I attached hereto (the “**Patent Collateral**”). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different 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 or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

NO SPILL, LLC,
as Grantor

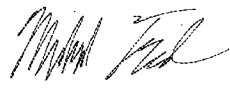
By: 

Name: Jerry Burris

Title: Chief Executive Officer and President

BSP AGENCY, LLC,
as the Collateral Agent

By: Benefit Street Partners L.L.C., its Sole Member

By: 
Name: Michael Frick
Title: Authorized Signatory

**SCHEDULE I TO THE
PATENT SECURITY AGREEMENT**

PATENT COLLATERAL

Application / Registration No.	Title	Filing Date	Status
Reg. no. 9,174,075	EXPLOSION INHIBITING PORTABLE FUEL CONTAINER AND METHOD OF INHIBITING EXPLOSIONS	September 16, 2014	Active
Reg. no. 10,029,132	EXPLOSION INHIBITING PORTABLE FUEL CONTAINER AND METHOD OF INHIBITING EXPLOSIONS	October 29, 2015	Active
Reg. no. 10,307,625	FLAME MITIGATION DEVICE FOR PORTABLE FUEL CONTAINERS	February 8, 2018	Active
Reg. no. 8,567,646 (B1)	PORTABLE FUEL CAN and NOZZLE ASSEMBLY WITH PRESSURE RELIEF	April 12, 2011	Active
App. no. 16/042816	EXPLOSION INHIBITING PORTABLE FUEL CONTAINER AND METHOD OF INHIBITING EXPLOSIONS	July 23, 2018	Active
App. No. 17/014,826	FLASH SUPPRESSOR TO INHIBIT EXPLOSIONS	N/A	N/A