

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6478008

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
RED VALVE COMPANY, INC.	12/31/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	BMO HARRIS BANK N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	50 SOUTH SIXTH STREET
<b>Internal Address:</b>	SUITE 1000
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402

**PROPERTY NUMBERS Total: 11**

Property Type	Number
Patent Number:	6505810
Patent Number:	6561225
Patent Number:	6702263
Patent Number:	6953059
Patent Number:	7104279
Patent Number:	10316977
Patent Number:	10538438
Patent Number:	10550954
Patent Number:	10627036
Patent Number:	10773878
Application Number:	63112200

**CORRESPONDENCE DATA**

**Fax Number:** (612)977-8650

*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:** 6129778287

**Email:** enewby@taftlaw.com

**Correspondent Name:** EMMA NEWBY

**Address Line 1:** 80 SOUTH 8TH STREET

**Address Line 2:** 2200 IDS CENTER

**PATENT**

**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 36330-00193

**NAME OF SUBMITTER:** EMMA NEWBY

**SIGNATURE:** /Emma Newby/

**DATE SIGNED:** 01/04/2021

**Total Attachments: 8**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 31, 2020 (the "Patent Security Agreement"), is made by RED VALVE COMPANY, INC., a Pennsylvania corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A. as collateral agent (in such capacity, "Collateral Agent") for the Bank Agent (as defined in the Intercreditor Agreement defined below), the "Banks" appearing on the signature pages of the Intercreditor Agreement (the "Lenders") and the "Noteholders" appearing on the signature page of the Intercreditor Agreement (the "Noteholders").

### WITNESSETH:

Lenders have previously severally agreed to extend credit to DeZURIK, Inc. (the "Parent") pursuant to the Credit Agreement dated as of May 10, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Credit Agreement") by and among Bank Agent, the Lenders, the Parent and the other loan parties party thereto.

The Parent and the Noteholders have previously entered into the Amended and Restated Note Purchase Agreement dated as of July 3, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Note Agreement") pursuant to which the Noteholders have purchased certain senior secured promissory notes issued by the Parent.

Collateral Agent, the Bank Agent and the Noteholders have previously entered into an Amended and Restated Intercreditor and Collateral Agency Agreement dated as of May 10, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Intercreditor Agreement") pursuant to which, among other things, Collateral Agent was appointed as collateral agent for the Bank Agent, the Lenders and the Noteholders.

As of the date hereof, the Grantor has joined the Credit Agreement, the Note Agreement and each Guaranty Agreement (as defined in the Intercreditor Agreement), in each case, as a Guarantor thereunder, and as security for the obligations of the Grantor and the other Loan Parties to the Bank Agent, the Lenders and the Noteholders, the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Bank Agent, and the Noteholders to extend credit and provide other financial accommodations to the Grantor and the other Loan Parties, the Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the obligations of the Grantor and the other Loan Parties to the Bank Agent, the Lenders and Noteholders, and grants to the Collateral Agent for the benefit of the Bank Agent, the Lenders and Noteholders, a Lien on and

security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor (the "Patent Collateral"):

(a) All of Grantor's Patents and Patent Licenses, including without limitation those referred to on Schedule 1 hereto; and

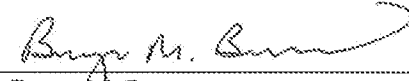
(b) all foreign counterparts to, and all divisionals, reversions, continuations, continuations in part, reissues, reexaminations, renewals and extensions of, such Patents, all inventions and improvements described therein, all rights corresponding thereto throughout the world, and all income, royalties and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such patents including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to that certain Amended and Restated Collateral Agreement dated as of May 10, 2019 (together with any and all amendments, supplements, or modifications thereto or restatements thereof, including as of the date hereof, the "Collateral Agreement"), and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in the Collateral Agreement.
3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and related Patent Licenses subject to a security interest hereunder.
4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Minnesota.

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IN WITNESS WHEREOF, the 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.

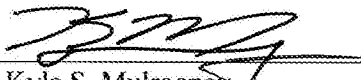
RED VALVE COMPANY, INC.

By:   
Name: Bryan M. Burns  
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

BMO HARRIS BANK N.A., as Collateral  
Agent

By:   
Name: Kyle S. Mulrooney  
Title: Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE I**

**TO PATENT SECURITY AGREEMENT**

<b>Grantor</b>	<b>Country</b>	<b>Title</b>	<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
Red Valve Company, Inc.	USA	Pinch Valve Arrangement for Flow Control	6,505,810	09/887,532	January 14, 2003	June 22, 2001
Red Valve Company, Inc.	USA	Passive Flow Control Valve	6,561,225	10/038,535	May 13, 2003	January 2, 2002
Red Valve Company, Inc.	USA	Diffuser Saddle Connection	6,702,263	10/142,361	March 9, 2004	May 9, 2002
Red Valve Company, Inc.	USA	Check Valve with Hanger	6,953,059	10/628,041	October 11, 2005	July 25, 2003
Red Valve Company, Inc.	USA	Method and Apparatus for Preventing Stagnation in Fluid Reservoir	7,104,279	10/296,001	September 12, 2006	November 20, 2002
Red Valve Company, Inc.	USA	Multi-Outlet Check Valve Nozzle	10,316,977	13/409,936	June 11, 2019	March 1, 2012
Red Valve Company, Inc.	USA	Tank Overflow Pipe Adjustable Dechlorinating Device	10,538,438	15/198,352	January 21, 2020	June 30, 2016
Red Valve Company, Inc.	USA	Elastomeric In-Line Tide Gate Valve	10,550,954	15/656,412	February 4, 2020	July 21, 2017

Grantor	Country	Title	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Red Valve Company, Inc.	USA	Pressure and Headloss Maintaining Valve System for Clean and Dirty Water Systems	10,627,036	15/695,517	April 21, 2020	September 6, 2017
Red Valve Company, Inc.	USA	Free Flow Collar for Control Valves	10,773,878	15/751,024	September 15, 2020	August 5, 2016
Red Valve Company, Inc.	CA	Diffuser Aeration Systems	2,366,252	2,366,252	September 20, 2005	December 27, 2001
Red Valve Company, Inc.	CA	Check Valve with Oversized Bill	2,366,605	2,366,605	October 12, 2004	January 4, 2002
Red Valve Company, Inc.	CN	Check Valve with Oversized Bill	1,432,751 A 1,288,370 C	02102580.0	December 6, 2006	January 7, 2002
Red Valve Company, Inc.	HK	Check Valve with Oversized Bill	1,055,783	03108077.6	May 11, 2007	January 7, 2002
Red Valve Company, Inc.	CA	Method and Apparatus for Preventing Stagnation in Fluid Reservoir	2,409,009	2,409,009	November 28, 2006	May 30, 2001
Red Valve Company, Inc.	CA	Directly Fluid Operated Pinch Valve	2,607,776	2,607,776	June 4, 2016	October 10, 2007
Red Valve Company, Inc.	CA	Tank Overflow Pipe Adjustable Dechlorinating Device	2,934,752	2,934,752	August 25, 2020	June 30, 2016



Grantor	Country	Title	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Red Valve Company, Inc.	EP	Free Flow Collar for Control Valves	3,331,786	16835680.6	September 23, 2020	August 15, 2016
Red Valve Company, Inc.	USA	Venturi Aspirator THM/VOC Removal System	N/A	63/112,200 (provisional application)	N/A	November 6, 2020
Red Valve Company, Inc.	CA	Multi-Outlet Check Valve Nozzle	N/A	2,769,897	N/A	March 1, 2012
Red Valve Company, Inc.	CA	Pressure and Headloss Maintaining Valve System for Clean and Dirty Water Systems	N/A	2,978,414	N/A	September 5, 2017
Red Valve Company, Inc.	CA	Free Flow Collar for Control Valves	N/A	2,994,954	N/A	February 6, 2018
Red Valve Company, Inc.	EP	Elastomeric In-Line Tide Gate Valve	N/A	3,488,131	N/A	February 22, 2019
Red Valve Company, Inc.	CA	Elastomeric In-Line Tide Gate Valve	N/A	3,031,377	N/A	January 18, 2019
Red Valve Company, Inc.	AU	Elastomeric In-Line Tide Gate Valve	N/A	2017300752	N/A	February 14, 2019
Red Valve Company, Inc.	HK	Elastomeric In-Line Tide Gate Valve	N/A	40008984	N/A	April 15, 2019

1. Confidential Settlement and Patent License Agreement between Red Valve Company, Inc., Landmark Structures I, LP, Landmark Structures Co., and Armadillo Automation, Inc. d/b/a Onyx Valve Company, dated December 16, 2017.
2. Non-exclusive Patent License Agreement between Red Valve Company, Inc. and The Metraflex Company, dated May 7, 2009.
3. Manufacturer, Assembly and Distribution Agreement, dated September 27, 1984, between Red Valve Company, Inc. and Bestobell Manufacturing (PTY) Limited.

**PATENT**

**REEL: 054800 FRAME: 0416**

**RECORDED: 01/04/2021**