

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6484729

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CLYDE UNION LIMITED	12/04/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BNP PARIBAS
<b>Street Address:</b>	787 SEVENTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8678761
<b>Patent Number:</b>	6884031
<b>Patent Number:</b>	6691781
<b>Patent Number:</b>	6601651
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<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>	
<b>Phone:</b>	800-713-0755
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
<b>Correspondent Name:</b>	CT CORPORATION
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY
<b>Address Line 2:</b>	SUITE 125
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	01/07/2021
<b>Total Attachments: 6</b>	
source=a14304154_3_Project Boardwalk - 1L Patent (Clyde Union) (Executed Version)#page1.tif	
source=a14304154_3_Project Boardwalk - 1L Patent (Clyde Union) (Executed Version)#page2.tif	
source=a14304154_3_Project Boardwalk - 1L Patent (Clyde Union) (Executed Version)#page3.tif	

source=a14304154\_3\_Project Boardwalk - 1L Patent (Clyde Union) (Executed Version)#page4.tif

source=a14304154\_3\_Project Boardwalk - 1L Patent (Clyde Union) (Executed Version)#page5.tif

source=a14304154\_3\_Project Boardwalk - 1L Patent (Clyde Union) (Executed Version)#page6.tif

**PATENT**

**REEL: 054918 FRAME: 0151**

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Clyde Union Limited

**2. Name and address of receiving party(ies)**

Name: BNP Paribas

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 4, 2020

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other First Lien Security Agreement

Street Address: 787 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 4**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

January 6, 2021

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**Notice of Grant of Security Interest in Intellectual Property**

This NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of December 4, 2020 (this “Notice”), made by CLYDE UNION LIMITED (the “Pledgor”), in favor of BNP PARIBAS, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (First Lien), dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, each subsidiary of the Borrower identified therein and BNP Paribas, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Notice 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 Notice.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Patent Collateral”):

all Patents of the United States of America, including those listed on Schedule I.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

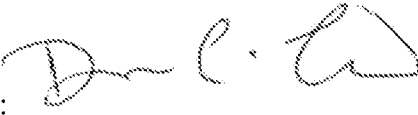
IN WITNESS WHEREOF, the parties hereto have duly executed this  
Notice as of the day and year first above written.

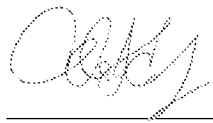
CLYDE UNION LIMITED

By:   
Name: Chris McVicker  
Title: Director

[Signature Page to Notice of Grant of Security Interest in Patents (First Lien)]

BNP PARIBAS,  
as Collateral Agent,

By:   
Name: Denise Chow  
Title: Managing Director

By:   
Name: Charles Romano  
Title: Director

Schedule I

To Notice of Grant of Security Interest (First Lien) in Patents

Patent	App. No or Issue No.	Grant Date
Pump Device	8,678,761	3/25/2014
Pump Assembly	6,884,031	4/26/2005
Downhole Gas/Water Separation and Re-Injection	6,691,781	2/17/2004
Downhole Gas Compression	6,601,651	8/5/2003