

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6559751

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL ABL SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
APTIM MAINTENANCE, LLC	02/18/2021
RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH
Street Address:	600 WASHINGTON BLVD.
Internal Address:	9TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9050588
Patent Number:	10022692
Patent Number:	10041006
Patent Number:	10160915
Patent Number:	10029245
Patent Number:	10174261
Patent Number:	10400178
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<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:	202-408-3121 X62348
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	673287-5
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/

DATE SIGNED:	02/19/2021
Total Attachments: 5 source=2-19-21 Aptim Maintenacne-PT#page1.tif source=2-19-21 Aptim Maintenacne-PT#page2.tif source=2-19-21 Aptim Maintenacne-PT#page3.tif source=2-19-21 Aptim Maintenacne-PT#page4.tif source=2-19-21 Aptim Maintenacne-PT#page5.tif	

ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT – SUPPLEMENT NO. 2

This SUPPLEMENT NO. 2, dated as of February 18, 2021 (this “**Supplement**”), to the ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2017, is entered into by and between the Person listed on the signature page hereof (the “**Grantor**”), and UBS AG, Stamford Branch, as ABL Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “**ABL Collateral Agent**”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the ABL PLEDGE AND SECURITY AGREEMENT, dated as of June 30, 2017 (the “**ABL Pledge and Security Agreement**”), by and among APTIM CORP. (f/k/a CSVC ACQUISITION CORP.), a Delaware corporation (the “**Company**”), APTIM HOLDING CORP. (f/k/a CSVC HOLDING CORP.), a Delaware corporation (“**Holdings**”), and each of the subsidiaries of the Company party thereto, and the ABL Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the ABL Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(b) of the ABL Pledge and Security Agreement, the Grantor has agreed to execute or otherwise authenticate this Supplement for recording the Security Interest granted under the ABL Pledge and Security Agreement to the ABL Collateral Agent in the Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the ABL Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the ABL Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of the Grantor’s right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the “**Collateral**”).

SECTION 2. Security for Obligations. The grant of a Security Interest in the Collateral by the Grantor under this Supplement secures the payment of all amounts that constitute part of the Obligations and would be owed to the ABL Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located in the United States record this Supplement.

SECTION 4. Grants, Rights and Remedies. This Supplement has been entered into in accordance with the provisions of the ABL Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the ABL Collateral Agent with respect to the Collateral are more fully set forth in the ABL Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the ABL Pledge and Security Agreement, the terms of the ABL Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the ABL Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

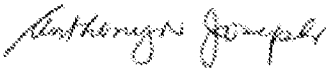
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.01 of the ABL Credit Agreement.


IN WITNESS WHEREOF, the Grantor and the ABL Collateral Agent have duly executed this Supplement as of the day and year first above written.

APTIM MAINTENANCE, LLC,
as the Grantor

By: Kay Griffin
Name: Kay Griffin
Title: Treasurer

UBS AG, STAMFORD BRANCH,
as ABL Collateral Agent

By: 
Name: Anthony Joseph
Title: Associate Director

By: 
Name: Houssem Daly
Title: Associate Director

SCHEDULE A TO
SUPPLEMENT NO. 2 TO THE
ABL INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

UNITED STATES PATENTS:

	Assignee	Patent Title	Serial No./ Filing Date	Patent No./ Issue Date
1.	Aptim Maintenance, LLC	Fischer-Tropsch Catalyst Activation Procedure	13/117,879 05/27/2011	9,050,588 06/09/2015
2.	Aptim Maintenance, LLC	Fischer-Tropsch Catalyst Activation Procedure	14/706,724 05/07/2015	10,022,692 07/17/2018
3.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for Recycling Fischer-Tropsch Water and Fischer-Tropsch Tail Gas	15/315,127 11/30/2016	10,041,006 08/07/2018
4.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for Recycling Fischer-Tropsch Water and Fischer-Tropsch Tail Gas	16/026,477 07/03/2018	10,160,915 12/25/2018
5.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses to Improve Processes of Increasing Fischer-Tropsch Catalyst Activity	15/315,132 11/30/2016	10,029,245 07/24/2018
6.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for Utilizing a Fischer-Tropsch Purge Stream	15/315,129 11/30/2016	10,174,261 01/08/2019
7.	Aptim Maintenance, LLC	Methods, Systems, and Apparatuses for Utilizing a Fischer-Tropsch Purge Stream	16/183,016 11/07/2018	10,400,178 09/03/2019