

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6607148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRIATOMIC ENVIRONMENTAL, INC.	03/17/2021
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA, AS SECOND LIEN COLLATERAL AGENT
Street Address:	20 KING STREET WEST, 4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 1C4
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	11656343
Application Number:	13745189
Application Number:	15331315
Application Number:	29508359
Application Number:	29500237
Application Number:	29500240
Application Number:	17164272
Application Number:	17164300
CORRESPONDENCE DATA	
Fax Number:	
<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:	2123186532
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	200 PARK AVENUE
Address Line 2:	PAUL HASTINGS LLP
Address Line 4:	NEW YORK, NEW YORK 10166
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	03/17/2021

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Total Attachments: 6

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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT, dated as of March 17, 2021 (the "Second Lien Patent Security Agreement"), is made by Triatomic Environmental, Inc., a Florida corporation (the "Grantor"), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the "Second Lien Collateral Agent") for the Secured Parties as defined in the Second Lien Pledge and Security Agreement.

W I T N E S S E T H:

WHEREAS, Icebox Holdings, Inc., a Delaware corporation ("Holdings"), Icebox Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), which merged with and into DiversiTech Holdings, Inc., a Delaware corporation (such surviving entity, the "Borrower"), certain other Subsidiaries (as defined therein) of Holdings party thereto, the lenders party thereto, the Second Lien Collateral Agent and Royal Bank of Canada, as administrative agent (in such capacity, the "Second Lien Administrative Agent"), entered into that certain Credit and Guaranty Agreement (Second Lien), dated as of June 1, 2017 (as amended by Amendment No. 1 to Credit and Guaranty Agreement (Second Lien), dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement");

WHEREAS, in connection with the Second Lien Credit Agreement, the Initial Borrower, the Borrower, Holdings and certain Subsidiaries of Holdings (other than the Grantor) entered into that certain Second Lien Pledge and Security Agreement, dated as of June 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Second Lien Credit Agreement, the Grantor entered into that certain Joinder Agreement, dated as of the date hereof, in favor of the Second Lien Collateral Agent (the "Second Lien Joinder Agreement"), in order to become a party to the Second Lien Pledge and Security Agreement; and

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, the Grantor is required to enter into this Second Lien Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Credit Agreement. For purposes of this Second Lien Patent Security Agreement, the term "Patents" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all patents, patent applications and similar registrations, including registrations and applications with the PTO (or any similar offices in any other country) and including, in the case of the Grantor,

those Patents set forth on Schedule 1 hereto and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, all inventions claimed therein and patentable improvements thereto, including the right to make, use or sell the inventions claimed therein or patentable improvements thereto.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor'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 Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all Patents of the Grantor, including, without limitation, the issued and applied-for Patents of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of any and all of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Patent Collateral" include any Excluded Property.

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted concurrently and in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Second Lien Patent Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the Second Lien Credit Agreement) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Second Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second Lien Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

SECTION 5. GOVERNING LAW. THIS SECOND LIEN PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND LIEN PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Second Lien Patent Security 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. Any signature to this Second Lien Patent Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 7. Relation to First Lien Loan Documents. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Second Lien Collateral Agent pursuant to this Agreement shall be a second priority (subject to the Liens granted pursuant to the First Lien Loan Documents) Lien on and security interest in the Patent Collateral and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement.

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IN WITNESS WHEREOF, the parties have duly executed this SECOND LIEN
PATENT SECURITY AGREEMENT as of the day and year first above written.

TRIATOMIC ENVIRONMENTAL, INC., as
Grantor

By: 
Name: Nicole Kroner
Title: Chief Financial Officer and Secretary

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

ROYAL BANK OF CANADA, as Second Lien Collateral Agent

By: 
Name: **Helena Sadowski**
Title: **Manager, Agency**

[Signature Page to Second Lien Patent Security Agreement]

PATENTS**Patent Registrations and Applications**

Title	Record Owner	Status	Application Number	Filing Date	Patent Number	Jurisdiction	Issue Date
Low voltage ultraviolet HVAC light	Christopher A. Willette ¹	Issued	11/656,343	January 22, 2007	7,704,463 B2	US	April 27, 2010
Mini-ultraviolet light system	Triatomic Environmental, Inc.	Issued	13/745,189	January 18, 2013	9,339,579 B2	US	May 17, 2016
System for monitoring and controlling indoor air quality	Triatomic Environmental, Inc.	Issued	15/331,315	October 21, 2016	10,509,377 B2	US	December 17, 2019
Commercial male keyed lamp plug	Triatomic Environmental, Inc.	Issued	29/508,359	November 5, 2014	D769,193 S	US	October 18, 2016
Male keyed lamp plug	Triatomic Environmental, Inc.	Issued	29/500,237	August 22, 2014	D770,979 S	US	November 8, 2016
Female keyed lamp plug	Triatomic Environmental, Inc.	Issued	29/500,240	August 22, 2014	D782,419 S	US	March 28, 2017
ICE LED UV	Triatomic Environmental, Inc.	Pending	17/164,272	February 1, 2021	N/A	US	N/A
Polarized LED Filtration System	Triatomic Environmental, Inc.	Pending	17/164,300	February 1, 2021	N/A	US	N/A

¹ Beneficially owned by Triatomic Environmental, Inc. Inventor assignment agreement in favor of Triatomic Environmental, Inc. to be filed with the United States Patent and Trademark Office as promptly as reasonably practicable.