

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6607649

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SHAWCOR LTD.		10/28/2020
RECEIVING PARTY DATA		
Name:	THE TORONTO-DOMINION BANK, AS AGENT	
Street Address:	66 WELLINGTON STREET WEST	
Internal Address:	9TH FLOOR	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5K 1A2	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Patent Number:	9322495	
Application Number:	62939196	
Application Number:	15638089	
Application Number:	15518544	
Application Number:	16260878	
Application Number:	10234068	
Application Number:	16753834	
Patent Number:	9810366	
Application Number:	10161556	
Application Number:	14454818	
Patent Number:	8397765	
Application Number:	10259100	
Patent Number:	6454598	
Patent Number:	9217720	
Application Number:	16664247	
Application Number:	62839597	
Application Number:	62878543	
Patent Number:	7923121	
Patent Number:	7744803	

Property Type	Number
Application Number:	16262426
Application Number:	10226823
Application Number:	62951824
Patent Number:	8714206
Application Number:	62874757
Application Number:	10105885
Application Number:	16691210
Patent Number:	8485229
Patent Number:	8923478
Application Number:	63051674
Application Number:	63080064

CORRESPONDENCE DATA

Fax Number: (314)667-3633

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: 13145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: THOMPSON COBURN LLP/WILLIAM A. HOLTZ

Address Line 1: ONE US BANK PLAZA

Address Line 4: ST. LOUIS, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	57809-158269
NAME OF SUBMITTER:	WILLIAM HOLTZ
SIGNATURE:	/William A. Holtz/
DATE SIGNED:	03/17/2021

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 28, 2020, by SHAWCOR LTD., a corporation amalgamated under the federal laws of Canada (the "Grantor"), in favor of THE TORONTO-DOMINION BANK, a Canadian chartered bank, as Canadian and administration agent for the lenders (collectively, the "Lenders") party to the Credit Agreement referred to below (in such capacity, the "Canadian Agent") for the benefit of the Bank Finance Parties (as defined in the Security Agreement, as defined below).

WITNESSETH:

A. Grantor has entered into a Fourth Amended and Restated Credit Agreement dated as of March 13, 2019, as amended by the First Amending Agreement to Fourth Amended and Restated Credit Agreement dated February 27, 2020, as amended by the Second Amending Agreement to Fourth Amended and Restated Credit Agreement dated July 29, 2020 (as same may be further amended, modified, supplemented or replaced from time to time, the "Credit Agreement"), and among Grantor, and SHAWCOR CANADA HOLDINGS LTD. (the "Canadian Borrowers"), SHAWCOR INC. (the "US Borrower") and SHAWCOR UK LIMITED (the "UK Borrower" together with the Canadian Borrowers and the US Borrower, collectively, the "Borrowers"), the Canadian Agent and the Lenders, pursuant to which the Lenders agreed to make available certain credit facilities to the Grantor and the other Borrowers, for the purposes and on the terms and conditions more specifically outlined therein;

B. The Lenders required pursuant to the Credit Agreement that the Grantor enter into that certain Security Agreement dated as of October 28, 2020, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") in order to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

C. This Agreement is given pursuant to the Security Agreement, and each and every term and provision of the Security Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lenders as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of all the Secured Obligations (as defined in the Security Agreement), Grantor does hereby grant to the Canadian Agent, for the benefit of the Bank Finance Parties (as defined in the Credit Agreement), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

A. all of its patents and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Commonwealth thereof, and any corresponding offices in other countries in the world (all of the foregoing items in this clause A being collectively called a "Patent"), including, without limitation, those referred to in Exhibit A hereto;

B. all Patent licenses (including those, if any, referred to in Exhibit A hereto), and all income and royalties with respect to such licenses;

C. all renewals, reissues, continuations, extensions or the like of any patents and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses A and B;

D. all rights of action on account of past, present and future unauthorized use of any said inventions, patents, and for infringement of said patents and like protection, including any Patent or Patent license referred to in Exhibit A hereto or for breach of enforcement of any Patent license;

E. the right to file and prosecute applications for patents on any of said inventions, or for similar intellectual property in the United States or any other country or place anywhere in the world; and

F. all proceeds of any and all of the foregoing including, without limitation, license royalties, rights to payment, accounts and proceeds of infringement suits.

SECTION 2. Governing Document. This Agreement is governed by that certain Security Agreement, to which reference should be made for a full description of the rights and remedies of the Canadian Agent with respect to the Patents. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the State of New York. The Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the court of the State of New York and the United States Federal Court located in the Borough of Manhattan in New York City with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Bank Finance Parties under the laws of any other jurisdiction where Collateral (as defined in the Security Agreement) described herein may be located.

SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by facsimile or other electronic means shall also deliver a manually executed

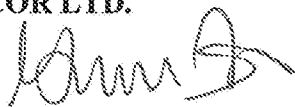
counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SHAWCOR LTD.

By: 
Name: Gaston A. Tano
Title: Senior Vice President, Finance and
Chief Financial Officer

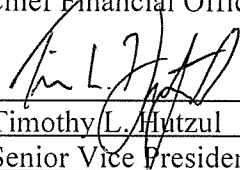
By: _____
Name: Timothy L. Hutzul
Title: Senior Vice President, General
Counsel & Corporate Secretary

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:


SHAWCOR LTD.

By: _____
Name: Gaston A. Tano
Title: Senior Vice President, Finance and
Chief Financial Officer

By:  _____
Name: Timothy L. Hutzul
Title: Senior Vice President, General
Counsel & Corporate Secretary

ACCEPTED AND AGREED:

THE TORONTO-DOMINION BANK,
as Canadian Agent

By: 
Name: Emilia Casado
Title: Vice President, Loan Syndications - Agency

By: _____
Name: _____
Title: _____

EXHIBIT A**U.S. PATENT APPLICATIONS AND REGISTRATIONS**

OWNER	PATENT DESCRIPTION	JURISDICTION	PATENT/REGISTRATION NUMBER	FILING DATE
Shawcor Ltd.	CONNECTION FOR A THERMOPLASTIC PIPE, ASSEMBLY AND METHOD	US	9,322,495	November 16, 2012
Shawcor Ltd.	FIBER OPTICS SENSOR FOR HYDROCARBON AND CHEMICAL DETECTION	US	62/939,196	November 22, 2019
Shawcor Ltd.	FLEXIBLE REINFORCED PIPE AND REINFORCEMENT TAPE	US	15/638,089	June 29, 2017
Shawcor Ltd.	FLUSH FIELD JOINT	US	15/518,544	October 14, 2015
Shawcor Ltd.	FOAMED INSULATION COATING ON PIPES AND METHODS THEREFOR	US	16/260,878	January 29, 2019
Shawcor Ltd.	FOAMED INSULATION COATING ON PIPES AND METHODS THEREFOR	US	10,234,068	April 19, 2016
Shawcor Ltd.	GROOVE GEOMETRY FOR INJECTION MOLDED POLYPROPYLENE COATED FIELD JOINTS	US	16/753,834	October 5, 2017

OWNER	PATENT DESCRIPTION	JURISDICTION	PATENT/REGISTRATION NUMBER	FILING DATE
Shawcor Ltd.	HIGH TEMPERATURE FIELD JOINTS	US	9,810,366	August 8, 2014
Shawcor Ltd.	HIGH TEMPERATURE INSULATED PIPELINES	US	10,161,556	September 30, 2015
Shawcor Ltd.	HIGH TEMPERATURE INSULATED PIPELINES	US	14/454,818	August 8, 2014
Shawcor Ltd.	HIGH TEMPERATURE RESISTANT INSULATION FOR PIPE	US	8,397,765	July 24, 2009
Shawcor Ltd.	INTERNAL WELD BLASTING	US	10,259,100	December 19, 2016
Shawcor Ltd.	IONOMER-INSULATED ELECTRICAL CONNECTORS	US	6,454,598	September 28, 2001
Shawcor Ltd.	METHOD AND APPARATUS FOR EXTERNAL PIPELINE WELD INSPECTION	US	9,217,720	February 27, 2012
Shawcor Ltd.	METHOD AND APPARATUS FOR FRAME ASSEMBLY FOR RTR SCANNER ASSEMBLY	US	16/664,247	October 25, 2019

OWNER	PATENT DESCRIPTION	JURISDICTION	PATENT/REGISTRATION NUMBER	FILING DATE
Shawcor Ltd.	METHOD AND APPARATUS FOR PIPELINE MONITORING	US	62/839,597	April 26, 2019
Shawcor Ltd.	MULTI-LAYER COATED STEEL PIPE COMPRISING AN EPOXY TIE LAYER	US	62/878,543	July 25, 2019
Shawcor Ltd.	PHOTO-CROSSLINKABLE POLYOLEFIN COMPOSITIONS	US	7,923,121	May 14, 2010
Shawcor Ltd.	PHOTO-CROSSLINKABLE POLYOLEFIN COMPOSITIONS	US	7,744,803	February 28, 2007
Shawcor Ltd.	PORTABLE PIPE LATHE AND METHOD	US	16/262,426	January 30, 2019
Shawcor Ltd.	PORTABLE PIPE LATHE AND METHOD	US	10,226,823	May 29, 2015
Shawcor Ltd.	PRESSURE EQUALIZATION IN COMPOSITE PIPES	US	62/951,824	December 20, 2019
Shawcor Ltd.	STYRENIC INSULATION FOR PIPE	US	8,714,206	December 21, 2007
Shawcor Ltd.	SURFACE COATING FOR CWC IMPINGE	US	62/874,757	July 16, 2019

OWNER	PATENT DESCRIPTION	JURISDICTION	PATENT/REGISTRATION NUMBER	FILING DATE
Shawcor Ltd.	TWO-LAYERED INJECTION MOLDED FIELD JOINT FOR PIPELINE APPLICATIONS	US	10,105,885	November 17, 2016
Shawcor Ltd.	ULTRASONIC SCANNER FOR PIPELINE USE	US	16/691,210	April 26, 2019
Shawcor Ltd.	WRAPPABLE STYRENIC PIPE INSULATIONS	US	8,485,229	December 22, 2009
Shawcor Ltd.	X-RAY INSPECTION APPARATUS FOR PIPELINE GIRTH WELD INSPECTION	US	8,923,478	April 13, 2012
Shawcor Ltd.	MONITORING OF THE PERFORMANCE OF CWC DURING CURING PROCESS	US	63/051,674	July 14, 2020
Shawcor Ltd.	SYSTEM FOR PERFORMING COMPUTER-ASSISTED IMAGE ANALYSIS OF WELDS AND RELATED METHODS	US	63/080,064	September 18, 2020