# 506701310 06/07/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6748129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
PRT GROWING SERVICES LTD.	06/07/2021

### **RECEIVING PARTY DATA**

Name:	ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT	
Street Address:	20 KING STREET WEST	
Internal Address:	4TH FLOOR	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5H 1C4	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6820367

### **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:	58732-210139
NAME OF SUBMITTER:	WILLIAM HOLTZ
SIGNATURE:	/William Holtz/
DATE SIGNED:	06/07/2021

### **Total Attachments: 6**

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PATENT REEL: 056455 FRAME: 0923

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### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 7, 2021, is made by PRT GROWING SERVICES LTD., a corporation existing under the laws of the Province of Ontario (the "Granting Party"), in favour of ROYAL BANK OF CANADA, a Canadian chartered bank, as administrative agent (hereinafter called the "Administrative Agent") for the Creditors (as defined in that certain Credit Agreement dated as of June 7, 2021, among the Granting Party, as borrower, the Administrative Agent and the lenders from time to time party thereto, as may be further amended, modified, extended, renewed or restated (the "Credit Agreement")).

# PRELIMINARY STATEMENT:

WHEREAS, the Granting Party, certain other "<u>Debtors</u>" (as defined therein) and the Administrative Agent are parties to that certain General Security Agreement, dated as of June 7, 2021 (as amended, modified, supplemented or replaced from time to time, the "<u>Security Agreement</u>"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Administrative Agent for the ratable benefit of the Creditors, the Administrative Agent has required the Granting Party to execute and deliver 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 Granting Party hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Grant of Security Interest</u>. 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 Obligations, Granting Party does hereby grant to the Administrative Agent, for the benefit of the Creditors, 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 <u>Exhibit A</u> 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 <u>Exhibit A</u> 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 Administrative 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. <u>Governing Law</u>. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, INCLUDING THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, BUT EXCLUDING CHOICE OF LAW RULES.
- SECTION 4. <u>Counterpart Execution</u>; <u>Electronic Delivery</u>. 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 facsimile 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.

[Remainder of the page intentionally left blank. Signature page to follow.]

10165874.4

IN WITNESS WHEREOF, Granting Party 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.

# **GRANTING PARTY:**

# PRT GROWING SERVICES LTD.,

a corporation existing under the laws of the Province of Ontario

By:	DocuSigned by:	
Name:_	George So	
Title:	President	
By:		
Name:_	Daniel Perruzza	
Title.	Secretary	

IN WITNESS WHEREOF, Granting Party 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.

# **GRANTING PARTY:**

# PRT GROWING SERVICES LTD.,

a corporation existing under the laws of the Province of Ontario

Бу	
Name:_	George So
Title:	President
	DocuSigned by:
By:	Daniel Pernuzza
Name:_	Daniel Perruzza
Title:	Secretary

# ACCEPTED AND AGREED: ADMINISTRATIVE AGENT: ROYAL BANK OF CANADA, as Administrative Agent By: Nary: Yvonne Brazier Title: Manager, Agency Services

Name:\_\_\_\_\_\_ Title:\_\_\_\_\_

By:

PATENT SECURITY AGREEMENT PRT GROWING SERVICES LTD. Signature Page - 2

# **EXHIBIT A**

# U.S. PATENT APPLICATIONS AND REGISTRATIONS

PATENT DESCRIPTION	PATENT NUMBER / REGISTRATION NUMBER	FILING DATE	PUBLICATION DATE
Drill injector combination for plug fertilization at lift	6,820,367 / 20040049974	November 23, 2004	March 18, 2004

PATENT SECURITY AGREEMENT (US) (PRT GROWING SERVICES LTD.)

**RECORDED: 06/07/2021**