

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6841090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WCA GROUP, LLC	07/30/2021
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8256531
Patent Number:	8312938
Patent Number:	9291286
Patent Number:	8529156
CORRESPONDENCE DATA	
Fax Number:	(202)956-7069
<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:	2029567685
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name:	RITA M. CARRIER
Address Line 1:	1700 NEW YORK AVENUE, N.W., SUITE 700
Address Line 2:	SULLIVAN & CROMWELL LLP
Address Line 4:	WASHINGTON, D.C. 20006-5215
ATTORNEY DOCKET NUMBER:	021692.00023 (RMC)
NAME OF SUBMITTER:	RITA M. CARRIER
SIGNATURE:	/RITA M. CARRIER/
DATE SIGNED:	07/30/2021
Total Attachments: 5	
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Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Priority Representative hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Jefferies Finance LLC, as Senior Priority Representative, Wilmington Trust, National Association, as Second Priority Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Priority Representative hereunder, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of July 30, 2021, is made by WCA GROUP, LLC, an Indiana limited liability company (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the “**Patent Collateral**”); *provided that* “Patent Collateral” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page

to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 5. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the 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 Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement
as of the date first above written.

WCA GROUP, LLC

By: 

Name: Scott Quesnel

Title: Secretary and Treasurer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: 

Name: Andrew Lennon

Title: Assistant Vice President

SCHEDULE A

Patent / Patent Application	Country	Status	Patent Number	Issue Date	Serial Number	Filing Date	Owner
VERTIZONTAL GEOTHERMAL LOOP AND INSTALLATION METHOD	USA	Registered	8,256,531	09/04/2012	12/536,723	08/06/2009	WCA GROUP, LLC
VERTIZONTAL GEOTHERMAL LOOP AND INSTALLATION METHOD	USA	Registered	8,312,938	11/20/2012	13/227,902	09/08/2011	WCA GROUP, LLC
HOLLOW DRILL ROD FOR SLURRY 9 APPLICATION IN A GEOTHERMAL LOOP	USA	Registered	9,291,286	03/22/2016	13/960,063	08/06/2013	WCA GROUP, LLC
Bit adapter and tube return for vertizontal geothermal loop	USA	Registered	8,529,156	09/10/2013	12/884,257	09/08/2011	WCA GROUP, LLC

SCHEDULE A TO SECOND LIEN PATENT SECURITY AGREEMENT

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RECORDED: 07/30/2021

PATENT
REEL: 057035 FRAME: 0162