

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6922865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NANOCOMPOSIX, LLC	09/17/2021
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	14681379
Application Number:	14947508
Application Number:	15374942
Application Number:	14048996
Application Number:	15027426
Application Number:	16902455
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8438
Email:	raquel.haleem@katten.com
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	387132-00778
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/17/2021
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 17, 2021 (this “Patent Security Agreement”), made by Nanocomposix, LLC, a Delaware limited liability company (the “Grantor”), in favor of Antares Capital LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of September 17, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each Lender from time to time party thereto, Antares Capital LP, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of September 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patents. 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 continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Patents included in the Collateral (the “Patent Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of, any of the Patent Collateral, 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.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 4. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the

Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request by the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

[Signature Page Follows]


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

NANOCOMPOSIX, LLC
as Grantor

By: Shawn Lynch
Name: Shawn Lynch
Title: Chief Financial Officer

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Richard Davidson

Title: Duly Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

U.S. Patent Registrations

<u>Title</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Silver nanoplate compositions and methods	14/681,379	04/8/2015	9,212,294	12/15/2015
Silver nanoplate compositions and methods	14/947,508	11/20/2015	9,526,745	03/1/2016
Silver nanoplate compositions and methods	15/374,942	12/09/2016	10,688,126	06/23/2020
Silver nanoplate compositions and methods	14/048,996	10/11/2012	9,249,334	10/8/2013
Encapsulated particles	15/027,426	10/19/2014	9,675,953	10/9/2014

U.S. Patent Applications

<u>Title</u>	<u>App. No.</u>	<u>App. Date</u>
Silver nanoplate compositions and methods	16/902,455	06/16/2020