

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6999028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ET HUSK, LLC	10/29/2021
ECOTECH, LLC	10/29/2021

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS ADMINISTRATIVE AGENT
Street Address:	111 SOUTH WACKER DRIVE, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 27

Property Type	Number
Application Number:	11376316
Application Number:	12164193
Application Number:	12871191
Application Number:	13494424
Application Number:	14288088
Application Number:	14861594
Application Number:	15397068
Application Number:	16103396
Application Number:	16883393
Application Number:	17227864
Application Number:	13036432
Application Number:	14264744
Application Number:	15413574
Application Number:	16134246
Application Number:	16695841
Application Number:	15359792
Application Number:	16730387
Application Number:	13296774
Application Number:	14887994

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Property Type	Number
Application Number:	16573419
Application Number:	13530916
Application Number:	15839054
Application Number:	16653315
Application Number:	16984849
Application Number:	16677377
Application Number:	16863574
Application Number:	17140511

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: WILLIAM R. SIEGEL, MAYER BROWN LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	20666856
NAME OF SUBMITTER:	WILLIAM R. SIEGEL
SIGNATURE:	/william r siegel/
DATE SIGNED:	11/01/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of October 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by each of the signatories party hereto (each a “Grantor” and collectively, the “Grantors”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement.

WHEREAS, the Grantors own the patents and patent applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Aquatic Sales Solutions, LLC, as borrower, the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the “Lenders”) and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement) among the Grantors, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), each Grantors has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent Collateral”), whether presently existing or hereafter arising or acquired:

(a) the patents and patent applications those referred to on Schedule 1 hereto and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof; and

(b) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

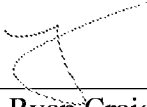
Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which such Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

ET HUSK, LLC, as Grantor

By:  _____

Name: Ryan Craig

Title: President

ECOTECH, LLC, as Grantor


By:  _____

Name: Ryan Craig

Title: President

ACKNOWLEDGED:

TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent

By: 
Kimberly Trick (Dot Us, 2021 12:32 CDT)
Name: Kim Trick
Title: Managing Director

[Signature Page to Patent Security Agreement]

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SCHEDULE 1
to
Patent Security Agreement

PATENT REGISTRATIONS

Owner	Title	Application No.	Filing Date	Patent No.	Jurisdiction
ET Husk, LLC	Bracketless magnetic pump	US11/376316	3/16/2006	US7393188	United States
ET Husk, LLC	Magnetic pump and related method	US12/164193	6/30/2008	US7785081	United States
ET Husk, LLC	Bracketless magnetic pump	US12/871191	8/30/2010	US8197232	United States
ET Husk, LLC	Bracketless magnetic pump	US13/494424	6/12/2012	US8734134	United States
ET Husk, LLC	Bracketless magnetic pump	US14/288088	5/27/2014	US9140264	United States
EcoTech, LLC	Bracketless magnetic pump	US14/861594	9/22/2015	US9534602	United States
ET Husk, LLC	Bracketless magnetic pump	US15/397068	1/3/2017	US10047750	United States
ET Husk, LLC	Bracketless magnetic pump	US16/103396	8/14/2018	US10662951	United States
ET Husk, LLC	Bracketless magnetic pump	US16/883393	5/26/2020	US10975870	United States
ET Husk, LLC	Bracketless magnetic pump	US17/227864	4/12/2021	US20210231124	United States
ET Husk, LLC	Magnetic liquid pump assembly with shaft and axle arrangement	US13/036432	2/28/2011	US8708672	United States
ET Husk, LLC	Magnetically driven unit for a fluid pump assembly and fluid pump assembly therewith	EP11156380A	3/1/2011	EP2363608	United States
EcoTech, LLC	Magnetic pump assembly with shaft and axle arrangement	US14/264744	4/29/2014	US9551343	United States

Owner	Title	Application No.	Filing Date	Patent No.	Jurisdiction
ET Husk, LLC	Magnetic liquid pump assembly with shaft and axle arrangement	US15/413574	1/24/2017	US10077775	United States
ET Husk, LLC	Fluid pump assembly	US16/134246	9/18/2018	US10487836	United States
ET Husk, LLC	Fluid pump assembly	US16/695841	11/26/2019	US20200095996	United States
ET Husk, LLC	Pump and pump assembly	US15/359792	11/23/2016	US10519956	United States
ET Husk, LLC	Pump and pump assembly	US16/730387	12/30/2019	US20200132075	United States
ET Husk, LLC	Apparatus and methods for controlling a habitat environment	US13/296774	11/15/2011	US9166811	United States
ET Husk, LLC	Apparatus and methods for controlling a habitat environment	US14/887994	10/20/2015	US10412938	United States
ET Husk, LLC	Apparatus and methods for controlling a habitat environment	US16/573419	9/17/2019	US20200008402	United States
ET Husk, LLC	Lighting unit and method of controlling	US13/530916	6/22/2012	US9839206	United States
EcoTech, LLC	Lighting unit and method of controlling	US15/839054	12/12/2017	US10440940	United States
ET Husk, LLC	Lighting unit and method of controlling	US16/653315	10/15/2019	US10729111	United States
ET Husk, LLC	Lighting unit and method of controlling	US16/984849	8/4/2020	US20210015081	United States
EcoTech, LLC	Fluid pump assemblies and kits, and related methods	US16/677377	11/7/2019	US20200149551	United States
EcoTech, LLC	Small reptile cage and method of assembly	US16/863574	4/30/2020	US20200344976	United States
EcoTech, LLC	Peristaltic metering pump and methods of operation	US17/140511	1/4/2021	US20210204528	United States

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RECORDED: 11/01/2021