

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7002936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BROOKS EQUIPMENT COMPANY, LLC	11/02/2021
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT
Street Address:	150 SOUTH WACKER DRIVE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D890615
Patent Number:	D876729
Patent Number:	D772492
Patent Number:	8555467
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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>	
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ATTORNEY DOCKET NUMBER:	053644-0306
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/02/2021
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by BROOKS EQUIPMENT COMPANY, LLC, a Delaware limited liability company (“**Grantor**”) in favor of GOLUB CAPITAL LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of November 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all Patents, including those listed on Schedule A hereto,
- (ii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,
- (iii) all rights to sue or otherwise recover for past, present and future infringements or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that the Patent Collateral shall not include any Excluded Assets.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the

Administrative 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. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. Governing Law

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

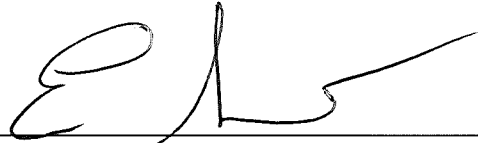
SECTION 7. Counterparts

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, 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.

BROOKS EQUIPMENT COMPANY, LLC, as
a Grantor

By: 

Name: Eric Smith

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent and Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

**SCHEDULE A
to
PATENT SECURITY AGREEMENT**

PATENTS

Grantor	Patent	Patent No.	Filing Date
Brooks Equipment Company, LLC	Appliance Location Marker	US D890,615	7/21/2020
Brooks Equipment Company, LLC	Fire Extinguisher Stand	US D876,729	2/25/2020
Brooks Equipment Company, LLC	Seal	US D772,492	11/22/2016
Brooks Equipment Company, LLC	Pull Tight Seal or Cable Tie with Break-Away Tail	US 8,555,467	10/15/2013

PATENT APPLICATIONS

None.