

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7011737

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FEDERAL RESOURCES SUPPLY COMPANY	10/26/2021
RECEIVING PARTY DATA	
Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8777627
Patent Number:	8360781
Application Number:	15449871
CORRESPONDENCE DATA	
Fax Number:	
<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:	1404215366413664
Email:	afasolino@kslaw.com
Correspondent Name:	ANTHONY FASOLINO
Address Line 1:	1180 PEACHTREE ST NE
Address Line 4:	ATLANTA, GEORGIA 30309
NAME OF SUBMITTER:	ANTHONY FASOLINO
SIGNATURE:	/Anthony Fasolino/
DATE SIGNED:	11/08/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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ASSIGNMENT FOR SECURITY – PATENTS

October 26, 2021

WHEREAS, Federal Resources Supply Company, a Delaware corporation (the “Assignor”) holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of October 26, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Alter Domus (US) LLC, as the collateral agent for the holders of certain senior secured promissory notes (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event there is any conflict between the terms set forth herein and the terms of the Security Agreement, the Security Agreement shall control.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts (including by facsimile or electronic communication), each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. The words “execution,” “signed,” “signature,” and words of similar import herein shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law,

including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (NY State Technology Law §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart signature page of this agreement by facsimile or any such electronic transmission shall be effective as delivery of a manually executed counterpart of this agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

FEDERAL RESOURCES SUPPLY COMPANY

By:

DocuSigned by:

Thomas W. Noble, III


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Name: Thomas W. Noble, III

Title: President and Authorized
Signatory

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC, as Collateral Agent

By: 
Name: _____
Title: _____ Matthew Trybula
Associate Counsel

[Signature Page to Assignment for Security -- Patents]

PATENT
REEL: 058045 FRAME: 0392

SCHEDULE A TO ASSIGNMENT FOR SECURITY – PATENTS

Registered Patents

Company	Jurisdiction	Title	Application No.	Filing Date	Patent Number
Federal Resources Supply Company	USA	HAZARDOUS MATERIAL RESPONSE SYSTEM, METHOD OF USING SAME AND METHOD OF TRAINING FOR SAME	13/752,253	07/15/2014	8777627
Federal Resources Supply Company	USA	HAZARDOUS MATERIAL RESPONSE SYSTEM, METHOD OF USING SAME AND METHOD OF TRAINING FOR SAME	12/349,384	01/29/2013	8360781

Patent Applications

Company	Jurisdiction	Title	Application No.	Filing Date	Patent Number
Federal Resources Supply Company	USA	STORAGE VESSEL LEAK DETECTION, REMEDIATION, AND METHOD OF TRAINING	15/449,871	03/03/2017	N/A