

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7013689

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
MUNICIPAL EMERGENCY SERVICES, INC.		10/01/2021
RECEIVING PARTY DATA		
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC	
Street Address:	299 PARK AVENUE, 3RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10171	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	10024447	
Application Number:	10352502	
Patent Number:	9310024	
Patent Number:	9890905	
Patent Number:	9765932	
Patent Number:	9933115	
Patent Number:	10724685	
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:	17044933657	
Email:	mmcgill@kslaw.com	
Correspondent Name:	MAGGIE MCGILL	
Address Line 1:	300 S. TRYON, STE 2700	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202	
ATTORNEY DOCKET NUMBER:	22582.515078	
NAME OF SUBMITTER:	MAGGIE MCGILL	
SIGNATURE:	/Maggie McGill/	
DATE SIGNED:	11/09/2021	

Total Attachments: 5

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of October 1, 2021, (the “Patent Security Agreement”) by MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation (“Grantor”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MES I ACQUISITION INC., a Delaware corporation (“Holdings”), MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation (the “Borrower”), the other Guarantors party thereto from time to time and VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent, and each lender from time to time party thereto (collectively, the “Lenders”).

WHEREAS, Grantor is party to a Security Agreement dated as of October 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor: Patents of Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 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

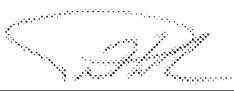
interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

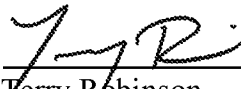
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

MUNICIPAL EMERGENCY SERVICES, INC.

By: 
Name: Peter W. Calamari
Title: Vice President

**VARAGON CAPITAL PARTNERS AGENT,
LLC, as Administrative Agent**

By: 
Name: Terry Robinson
Title: Managing Director

Schedule Ito
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Patents:

Title	Registration Number	Registration Date	Registered Owner
Modular Manifold Assembly For Sequentially Drawing Fluid from Fluid Storage	10024447	7/17/2018	Municipal Emergency Services, Inc.
System And Method For Automatically Filling Fluid Cylinders	10352502	7/16/2019	Municipal Emergency Services, Inc.
Method And System For Filling A Gas Cylinder	9310024	4/12/2016	Municipal Emergency Services, Inc.
Method And System For Filling A Gas Cylinder	9890905	2/13/2018	Municipal Emergency Services, Inc.
Base Manifold And System For Filling Containers With Gas	9765932	9/19/2017	Municipal Emergency Services, Inc.
Systems For Filling A Gas Cylinder	9933115	4/3/2018	Municipal Emergency Services, Inc.
Systems For Filling A Gas Cylinder	10724685	7/28/2020	Municipal Emergency Services, Inc.

Patent Applications:

None.