

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7040455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INTEGRATED POWER SERVICES LLC	11/22/2021
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AND COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10992199
Application Number:	13774014
Application Number:	14309634
CORRESPONDENCE DATA	
Fax Number:	(212)530-5219
<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:	2125305878
Email:	dcip@milbank.com, jgarces@milbank.com
Correspondent Name:	JOHN GARCES, ESQ.
Address Line 1:	55 HUDSON YARDS
Address Line 2:	MILBANK, LLP
Address Line 4:	NEW YORK, NEW YORK 10001-2163
ATTORNEY DOCKET NUMBER:	44378.00020
NAME OF SUBMITTER:	JOHN GARCES
SIGNATURE:	/John Garces/
DATE SIGNED:	11/23/2021
Total Attachments: 6	
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 22, 2021, (this "Agreement"), by Integrated Power Services LLC, a Delaware limited liability company (the "Grantor") in favor of Antares Capital LP ("Antares Capital"), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of November 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of November 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, Tiger Intermediate Inc., a Delaware corporation, Integrated Power Services Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and Antares Capital, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

INTEGRATED POWER SERVICES LLC

By:  _____
Name: Jason Martin
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Integrated Power Services LLC	6251632	POWERSEAL

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT OR PUBL. NUMBER / ISSUE OR PUBL. DATE	PATENT APP. NUMBER / DATE	DESCRIPTION
Integrated Power Services LLC	US 2013-0221790 A1 8/29/2013	13/774,014 02/22/2013	Electrical Machine Coil Insulation System and Method
Integrated Power Services LLC	US 2014-0300241 A1 10/9/2014	14/309,634 06/19/2014	Electrical Machine Medium Voltage Coil Insulation Systems and Methods
Integrated Power Services LLC	10992199 04/27/2021	15/221,892 07/28/2016	Hydroelectrical Machine Coil Insulation Method

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.