

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7034737

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	HEAVY CONSTRUCTION SYSTEMS SPECIALISTS, LLC	11/16/2021
RECEIVING PARTY DATA		
Name:	BARINGS FINANCE LLC, AS COLLATERAL AGENT	
Street Address:	300 SOUTH TRYON STREET, SUITE 2500	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10419882
CORRESPONDENCE DATA		
Fax Number:	(213)891-8763	
<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>		
Email:	rhonda.deleon@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	355 SOUTH GRAND AVENUE	
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560	
ATTORNEY DOCKET NUMBER:	070894-0001	
NAME OF SUBMITTER:	RHONDA DELEON	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	11/19/2021	
Total Attachments: 5		
source=Project Pioneer - Patent Security Agreement Executed#page1.tif		
source=Project Pioneer - Patent Security Agreement Executed#page2.tif		
source=Project Pioneer - Patent Security Agreement Executed#page3.tif		
source=Project Pioneer - Patent Security Agreement Executed#page4.tif		
source=Project Pioneer - Patent Security Agreement Executed#page5.tif		

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of November 16, 2021, is made by Heavy Construction Systems Specialists, LLC, a Delaware limited liability company (the “Grantor”), in favor of BARINGS FINANCE LLC, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HCSS INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), HEAVY CONSTRUCTION SYSTEMS SPECIALISTS, LLC, a Delaware limited liability company (the “Borrower”), the lending institutions from time to time parties hereto (each a “Lender” and, collectively, the “Lenders”) and BARINGS FINANCE LLC, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of November 16, 2021, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security

Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

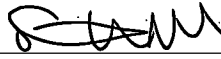
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

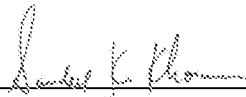
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**HEAVY CONSTRUCTION SYSTEMS
SPECIALISTS, LLC,**
a Delaware limited liability company,
as the Grantor

By: 
Name: Steve McGough
Title: President

[Signature Page to Grant of Security Interest in Patent Rights]

BARINGS FINANCE LLC,
as the Collateral Agent

By: 
Name: Sunny Khorana
Title: Managing Director

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 058214 FRAME: 0559

SCHEDULE A

U.S. Patent Registrations and Applications

Title	App. No./ Filing Date	Patent No./ Issue Date	Current Owner of Record ¹
AUTONOMOUS TRACKING OF CONSTRUCTION VEHICLES USING SHORT RANGE WIRELESS BEACONS	15/985,419 21-MAY- 2018	10,419,882 17-SEP- 2019	Heavy Construction Systems Specialists, Incorporated

¹ Company in the process of recording the conversion of Heavy Construction Systems Specialists, Inc. into a Delaware limited liability company.