

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7070355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INDUSTRIAL CLIMATE SOLUTIONS, INC.	12/13/2021
RECEIVING PARTY DATA	
Name:	BAKER HUGHES ENERGY SERVICES CANADA INC.
Street Address:	700 4 AVE SW
City:	CALGARY, ALBERTA
State/Country:	CANADA
Postal Code:	T2P 3J4
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6616733
Patent Number:	6872240
Patent Number:	7854791
Patent Number:	9545598
Patent Number:	10646819
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>	
Email:	ben.horton@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT US LLP
Address Line 1:	98 SAN JACINTO BOULEVARD
Address Line 2:	SUITE 1100
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	MAUI/1001176239
NAME OF SUBMITTER:	BEN HORTON
SIGNATURE:	/Ben Horton/
DATE SIGNED:	12/13/2021
Total Attachments: 5	
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UNITED STATES INTELLECTUAL PROPERTY SECURITY AGREEMENT

This UNITED STATES INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is dated December 13, 2021 and made between Industrial Climate Solutions, Inc. (the "**Borrower**") and Baker Hughes Energy Services Canada Inc. (the "**Lender**").

WHEREAS, as security for the making of the loan by the Lender under the terms of a certain Loan Agreement, the Borrower has executed and delivered to the Lender a Security Agreement dated as of December 13, 2021, made between the Borrower and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain Intellectual Property of the Borrower, and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.
2. **Grant of Security.** The Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Borrower in, to, and under the following (the "**IP Collateral**"):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and re-examinations thereof and amendments thereto;
 - (b) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
3. **Recordation.** The Borrower authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Lender.
4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. The Borrower hereby authorizes the Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property that the Borrower obtains subsequent to the date of this Agreement and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.
5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when

taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law and Forum. This Agreement is governed by and is to be interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Borrower hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Alberta.

[Signature page follows]

IN WITNESS WHEREOF the Borrower and the Lender have executed and delivered this Agreement.

Address of Borrower:

Industrial Climate Solutions, Inc.
PO Box 19553
Calgary, AB
T3M 0S0, Canada

INDUSTRIAL CLIMATE SOLUTIONS, INC.

By: 
D86BF6CADC36499...
Authorized Signing Officer

Address of Lender:

Baker Hughes Energy Services Canada Inc.
700 4 Ave SW
Calgary, AB
T2P 3J4, Canada

BAKER HUGHES ENERGY SERVICES CANADA INC.

By: _____
Authorized Signing Officer

(Signature Page for United States Intellectual Property Security Agreement)

IN WITNESS WHEREOF the Borrower and the Lender have executed and delivered this Agreement.

Address of Borrower:

Industrial Climate Solutions, Inc.
PO Box 19553
Calgary, AB
T3M 0S0, Canada

INDUSTRIAL CLIMATE SOLUTIONS, INC.

By:

Authorized Signing Officer

Address of Lender:

Baker Hughes Energy Services Canada Inc.
700 4 Ave SW
Calgary, AB
T2P 3J4, Canada

BAKER HUGHES ENERGY SERVICES CANADA INC.

By:

Lee Whitley

Lee Whitley, Vice President

(Signature Page for United States Intellectual Property Security Agreement)

Schedule 1

Borrower Patents

Jurisdiction	Patent No.:	Record Owner	Status	Expiry Date
United States	6,616,733	Industrial Climate Solutions, Inc.	Expired	September 29, 2021
United States	6,872,240	Industrial Climate Solutions, Inc.	Expired	October 18, 2021
United States	7,854,791	Industrial Climate Solutions, Inc.	Issued	August 26, 2029
United States	9,545,598	Industrial Climate Solutions, Inc.	Issued	January 28, 2033
United States	10,646,819	Industrial Climate Solutions, Inc.	Issued	March 6, 2032