# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7083080

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Execution Date
AQUASOL CORPORATION, LLC	12/17/2021

# **RECEIVING PARTY DATA**

Name:	PINNACLE BANK
Street Address:	150 THIRD AVENUE SOUTH
Internal Address:	SUITE 800
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37201

# **PROPERTY NUMBERS Total: 17**

Property Type	Number
Patent Number:	7112358
Patent Number:	7632556
Patent Number:	8017207
Patent Number:	8485560
Patent Number:	8292161
Patent Number:	8426001
Patent Number:	8647731
Patent Number:	9341300
Patent Number:	8616432
Patent Number:	8540137
Patent Number:	9296060
Patent Number:	9829472
Patent Number:	10654122
Patent Number:	10371679
Patent Number:	10413990
Patent Number:	11028292
Application Number:	16261781

#### **CORRESPONDENCE DATA**

PATENT REEL: 058431 FRAME: 0351

507036243

Fax Number:

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.

**Phone:** 6152444994

Email: hderrick@gsrm.com
Correspondent Name: HEATHER A. DERRICK

Address Line 1: 150 THIRD AVENUE SOUTH

Address Line 2: SUITE 1700

Address Line 4: NASHVILLE, TENNESSEE 37201

NAME OF SUBMITTER:	HEATHER A. DERRICK
SIGNATURE:	/Heather A. Derrick/
DATE SIGNED:	12/20/2021

#### **Total Attachments: 4**

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#### **Patent Security Agreement**

Patent Security Agreement, dated as of December 17, 2021, by AQUASOL CORPORATION, LLC, a Delaware limited liability company ("Pledgor"), in favor of PINNACLE BANK ("Bank").

#### WITNESSETH:

WHEREAS, the Pledgor is party to a Loan and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") in favor of the Bank pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement, Pledgor hereby agrees with the Bank as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.
- SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. As collateral security for the payment and performance in full of all the Indebtedness, Pledgor hereby pledges and grants to the Bank's a lien on and security interest in all of the right, title and interest of Pledgor in, to and under the following Pledged Collateral of Pledgor (collectively, "<u>Patent Collateral</u>"):
  - (a) Patents of such Pledgor, including those listed on Schedule I attached hereto; and
  - (b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses.
- SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement.
- SECTION 4. <u>Termination</u>. Upon the payment in full of the Obligations and termination of the Loan Agreement (other than contingent indemnification obligations not then due and payable), the Bank shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.
- SECTION 5. <u>Counterparts</u>. 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.

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SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Tennessee, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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IN WITNESS WHEREOF, Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AQUASOL CORPORATION, LLC a Delaware limited liability company

By: 📐

J. Matthew Lane, Executive Vice

President and Secretary

Agreed to and Accepted:

PINNACLE BANK

John Markham, Senior Vice President

#### **SCHEDULE I**

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# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

# **Patent Registrations:**

	REGISTRATION	
OWNER	NUMBER	TITLE
Aquasol Corporation, LLC	Pat. No. 7,112,358	Self-Adhesive Purge Dam For
		Retaining Purge Gas Around A
		Weld Zone
Aquasol Corporation, LLC	Pat. No. 7,632,556	Self-Adhesive Purge Dam For
		Retaining Purge Gas Around A
		Weld Zone
Aquasol Corporation, LLC	Pat. No. 8,017,207	Degradable Paper With Long-
		Shelf-Life Adhesive Backing
Aquasol Corporation, LLC	Pat. No. 8,485,560	Welding Spacer
Aquasol Corporation, LLC	Pat. No. 8,292,161	Welding Alignment And Spacing
		Article
Aquasol Corporation, LLC	Pat. No. 8,426,001	Welding Alignment And Spacing
		Article
Aquasol Corporation, LLC	Pat. No. 8,647,731	Purge Dam For Retaining Purge
		Gas Around A Weld Zone
Aquasol Corporation, LLC	Pat. No. 9,341,300	Inflatable Purge Dam Apparatus
Aquasol Corporation, LLC	Pat. No. 8,616,432	Welding Purge Dam For High Air
		Flow Environment
Aquasol Corporation, LLC	Pat. No. 8,540,137	Adhesiveless Welding Purge Dam
Aquasol Corporation, LLC	Pat. No. 9,296,060	Field-Customizable Inflatable
		Purge Dam Apparatus
Aquasol Corporation, LLC	Pat. No. 9,829,472	Portable Hand-Held Oxygen
		Monitor
Aquasol Corporation, LLC	Pat. No. 10,654,122	Gas Diffusing Water Degradable
		Welding Purge Dam
Aquasol Corporation, LLC	Pat. No. 10,371,679	Wireless Oxygen Monitor
Aquasol Corporation, LLC	Pat. No. 10,413,990	Welding Purge Dam With
		Apertured Purge Plates
Aquasol Corporation, LLC		
Aquasol Corporation, LLC	Pat. No. 11,028,292	Heat-Resistant Weld Backing Tape
		For High Energy Applications

# **Patent Applications:**

	APPLICATION	
OWNER	NUMBER	TITLE
Aquasol Corporation, LLC	Appl. No. 16/261,781	Heat-Resistant Weld Backing Tape
		For Double-Sided Welding Of
		Grooved Joint Preparations

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**RECORDED: 12/20/2021**