#### 507039744 12/21/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT7086581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
TGAS ADVISORS, LLC	12/21/2021

### **RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	ss: 500 FIRST AVENUE		
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
City:	PITTSBURGH		
State/Country:	Country: PENNSYLVANIA		
Postal Code:	15219		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	8606623	

### CORRESPONDENCE DATA

Fax Number: (215)832-5619

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.

2155695619 Phone:

Email: timothy.pecsenye@blankrome.com

Correspondent Name: TIMOTHY D. PECSENYE (074658-21173)

Address Line 1: ONE LOGAN SQUARE

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ATTORNEY DOCKET NUMBER:	074658-21173
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	12/21/2021

#### **Total Attachments: 5**

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#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Patent Security Agreement"), dated as of December 21, 2021, is made by TGas Advisors, LLC, a Delaware limited liability company (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain Security Agreement dated as of December 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

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

- SECTION 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.
- SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the "Patent Collateral"); provided that "Patent Collateral" shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.
- SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.
- SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.
- SECTION 5. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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.

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SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

TGAS ADVISORS, LLC

By: David Fitzhenry

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

## TGAS ADVISORS, LLC

Ву:		
	Name:	***************************************
	Title:	

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent

By:

Name: Timothy Brandt

Title: SVP

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

# SCHEDULE A

# **UNITED STATES PATENTS:**

Title	Record Owner Inventor	Application No. Patent No. Jurisdiction	Filing Date Issue Date	Current Status	Ownership
Organization and Peer Set Metric for Generating and Displaying Benchmarking Information	Assignee: the Company Inventors: Peter Bittinger, Stephen Gerard, Vincent James Mercante	12/414,292 8,606,623 United States	March 30, 2009 December 10, 2013	Patented	TGaS Advisors, LLC

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**RECORDED: 12/21/2021**