

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7070721

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COOPER MACHINERY SERVICES LLC	12/13/2021
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK N.A., A CANADIAN CHARTERED BANK ACTING THROUGH ITS CHICAGO BRANCH, AS COLLATERAL AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 51	
Property Type	Number
Application Number:	11367136
Application Number:	11779004
Application Number:	12509336
Application Number:	12843774
Application Number:	13034663
Application Number:	13156627
Application Number:	13952462
Application Number:	14285626
Application Number:	15458178
Application Number:	11336729
Application Number:	11545992
Application Number:	12839217
Application Number:	13404632
Application Number:	13674933
Application Number:	16787436
Application Number:	29553509
Application Number:	29553810
Application Number:	29553812
Application Number:	29553813
Application Number:	09858985

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Property Type	Number
Application Number:	12867248
Application Number:	13975323
Application Number:	13975325
Application Number:	15907679
Application Number:	13674932
Application Number:	13674925
Application Number:	15449056
Application Number:	14076079
Application Number:	12944675
Application Number:	14286781
Application Number:	14934144
Application Number:	12920827
Application Number:	13975264
Application Number:	13975270
Application Number:	09778402
Application Number:	15007284
Application Number:	13403761
Application Number:	12944665
Application Number:	14043817
Application Number:	11057770
Application Number:	14227991
Application Number:	10853601
Application Number:	14177007
Application Number:	11769584
Application Number:	11931522
Application Number:	11931680
Application Number:	12906981
Application Number:	29610884
Application Number:	13354255
Application Number:	13354263
Application Number:	14287011

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

PATENT

Address Line 4: CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	207545-00312
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	12/13/2021
Total Attachments: 11 source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page1.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page2.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page3.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page4.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page5.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page6.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page7.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page8.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page9.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page10.tif source=Cooper - Patent Security Agreement EXECUTION (128257013.6)#page11.tif	

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 13, 2021, is made by Cooper Machinery Services LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BMO Harris Bank N.A., a Canadian chartered bank acting through its Chicago branch, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of December 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and 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:

TERMS. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN OR GIVEN BY REFERENCE IN THE SECURITY AGREEMENT.

GRANT OF SECURITY. AS SECURITY FOR THE PAYMENT (HOWSOEVER CREATED ARISING OR EVIDENCED, WHETHER DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, NOW OR HEREAFTER EXISTING OR DUE OR TO BECOME DUE) OR PERFORMANCE WHEN DUE (WHETHER AT THE STATED MATURITY, BY ACCELERATION OR OTHERWISE), 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.

RECORDATION. THE GRANTOR AUTHORIZES AND REQUESTS THAT THE COMMISSIONER FOR PATENTS RECORD THIS PATENT SECURITY AGREEMENT WITH THE U.S. PATENT AND TRADEMARK OFFICE.

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 COUNTERPART OF THIS AGREEMENT BY PDF, FACSIMILE OR OTHER ELECTRONIC METHOD OF TRANSMISSION SHALL BE EQUALLY AS EFFECTIVE AS DELIVERY OF AN ORIGINAL EXECUTED COUNTERPART OF THIS AGREEMENT BUT THE FAILURE TO DELIVER AN ORIGINAL EXECUTED COUNTERPART SHALL NOT AFFECT THE VALIDITY, ENFORCEABILITY AND BINDING EFFECT OF THIS AGREEMENT. THE WORDS "EXECUTION", "EXECUTE", "SIGNED", "SIGNATURE" AND WORDS OF LIKE IMPORT IN OR RELATED TO ANY DOCUMENT TO BE SIGNED IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY 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.

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.

GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO 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 WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

INTERCREDITOR AGREEMENTS. 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 PATENT SECURITY 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

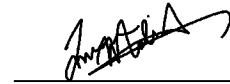
EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

COOPER MACHINERY SERVICES LLC

By: _____



Name: Imran Malik

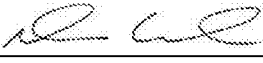
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 058495 FRAME: 0398

Accepted and Agreed:

BMO HARRIS BANK N.A., as Collateral Agent

By:  _____

Name: Dan Weeks

Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 058495 FRAME: 0399

Schedule A
Patents

Title	Countr y	Status	App. No.	Filed	Patent No.	Issued	Owner of Record
Air Intake Porting for a Two Stroke Engine	US	Issued	11367136	3/3/06	7,258,087	8/21/07	Cooper Machinery Services LLC
Air Intake Porting for a Two Stroke Engine	US	Issued	11779004	7/17/07	7,578,268	8/25/09	Cooper Machinery Services LLC
Air Intake Porting for a Two Stroke Engine	US	Issued	12509336	7/24/09	7,784,437	8/31/10	Cooper Machinery Services LLC
Air Intake Porting for a Two Stroke Engine	US	Issued	12843774	7/26/10	7,963,258	6/21/11	Cooper Machinery Services LLC
Air Intake Porting for a Two Stroke Engine	US	Issued	13034663	2/24/11	8,104,438	1/31/12	Cooper Machinery Services LLC
Air Intake Porting for a Two Stroke Engine	US	Issued	13156627	6/9/11	8,235,010	8/7/12	Cooper Machinery Services LLC
Air Intake Porting for a Two Stroke Engine	US	Issued	13952462	7/26/13	8,757,113	6/24/14	Cooper Machinery Services LLC
Air Intake Porting for a Two Stroke Engine	US	Issued	14285626	5/22/14	9,291,090	3/22/16	Cooper Machinery Services LLC
Air-Fuel Ratio Regulation for Internal Combustion Engines	US	Issued	15458178	3/14/17	10,914,246	2/9/21	Cooper Machinery Services LLC

Title	Country	Status	App. No.	Filed	Patent No.	Issued	Owner of Record
Bolted Pre-Combustion Chamber	US	Issued	11/336,729	1/20/06	7,270,107	9/18/07	Cooper Machinery Services LLC
Compressor System and Frame	US	Issued	11/545,992	10/10/06	7,758,325	7/20/10	Cooper Machinery Services LLC
Compressor System and Frame	US	Issued	12/839,217	7/19/10	8,167,588	5/1/12	Cooper Machinery Services LLC
Compressor System and Frame	US	Issued	13/404,632	2/24/12	8,814,540	8/26/14	Cooper Machinery Services LLC
Crosshead Lubrication System	US	Issued	13/674,933	11/12/12	9,163,535	10/20/15	Cooper Machinery Services LLC
Cylindrical Compressor With Standardized Shell and Core	US	Issued	16787436	2/11/20	10870179	12/22/20	Cooper Machinery Services LLC
Dual Compressor Nozzle Design - ORG	US	Issued	29/553,509	2/2/16	D792,474	7/18/17	Cooper Machinery Services LLC
Dual Compressor Nozzle Design - DIV	US	Issued	29/553,810	2/4/16	D792,475	7/18/17	Cooper Machinery Services LLC
Dual Compressor Nozzle Design - DIV	US	Issued	29/553,812	2/4/16	D791,842	7/11/17	Cooper Machinery Services LLC
Dual Compressor Nozzle Design - DIV	US	Issued	29/553,813	2/4/16	D792,912	7/25/17	Cooper Machinery Services LLC

Title	Country	Status	App. No.	Filed	Patent No.	Issued	Owner of Record
Exhaust System for an Internal Combustion Engine and Engine Comprising the Same	US	Issued	09/858,985	5/16/01	6,732,508	5/11/04	Cooper Machinery Services LLC
Internal Combustion Engine with Shrouded Injection Valve and Pre-Combustion Chamber System	US	Issued	12/867,248	3/2/09	9,938,886	4/10/18	Cooper Machinery Services LLC
Internal Combustion Engine with Shrouded Injection Valve and Pre-Combustion Chamber System	US	Issued	13/975,323	8/24/13	9,677,459	6/13/17	Cooper Machinery Services LLC
Internal Combustion Engine with Shrouded Injection Valve and Pre-Combustion Chamber System	US	Issued	13/975,325	8/24/13	9,745,891	8/29/17	Cooper Machinery Services LLC
Internal Combustion Engine with Shrouded Injection Valve and Pre-Combustion Chamber System	US	Issued	15/907,679	2/28/18	10,662,864	5/26/20	Cooper Machinery Services LLC
Light Composite Crosshead	US	Issued	13/674,932	11/12/12	9,739,304	8/22/17	Cooper Machinery Services LLC
Light Composite Piston	US	Issued	13/674,925	11/12/12	9,611,935	4/4/17	Cooper Machinery Services LLC

Title	Country	Status	App. No.	Filed	Patent No.	Issued	Owner of Record
Light Composite Piston	US	Issued	15/449,056	3/3/17	10,352,443	7/16/19	Cooper Machinery Services LLC
Piston Rod Clamping System	US	Issued	14/076,079	11/8/13	9,611,936	4/4/17	Cooper Machinery Services LLC
Positive Displacement Radical Injection System	US	Issued	12/944,675	11/11/10	8,844,498	9/30/14	Cooper Machinery Services LLC
Positive Displacement Radical Injection System	US	Issued	14/286,781	5/23/14	9,631,591	4/25/17	Cooper Machinery Services LLC
Pre-Chamber	US	Issued	14/934,144	11/5/15	9,670,827	6/6/17	Cooper Machinery Services LLC
Pre-Chamber	US	Issued	12/920,827	2/24/09	8,544,443	10/1/13	Cooper Machinery Services LLC
Pre-Chamber	US	Issued	13/975,264	8/23/13	9,316,143	4/19/16	Cooper Machinery Services LLC
Pre-Chamber	US	Issued	13/975,270	8/23/13	9,222,402	12/29/15	Cooper Machinery Services LLC
Pre-Combustion Chamber For An Internal Combustion Engine	US	Issued	09/778,402	2/7/01	6,513,483	2/4/03	Cooper Machinery Services LLC

Title	Country	Status	App. No.	Filed	Patent No.	Issued	Owner of Record
Preventing Deformation of Frame on a Reciprocating Compressor	US	Issued	15/007,284	1/27/16	10,087,921	10/2/18	Cooper Machinery Services LLC
Rotating Compressor Valve	US	Issued	13/403,761	2/23/12	8,974,201	3/10/15	Cooper Machinery Services LLC
Spark Ignited Radical Injection System	US	Issued	12/944,665	11/11/10	8,567,369	10/29/13	Cooper Machinery Services LLC
Spark Ignited Radical Injection System	US	Issued	14/043,817	10/1/13	8,875,678	11/4/14	Cooper Machinery Services LLC
Springless Compressor Valve	US	Issued	11/057,770	2/14/05	7,819,131	10/26/10	Cooper Machinery Services LLC
System and Method for Tuned Exhaust	US	Issued	14/227,991	3/27/14	9,388,718	7/12/16	Cooper Machinery Services LLC
Two-Stroke Lean Burn Gas Engine With A Silencer/Catalytic Converter	US	Issued	10/853,601	5/25/04	7464543	12/16/08	Cooper Machinery Services LLC
Two-Stroke Lean Burn Gas Engine With A Silencer/Catalytic Converter	US	Issued	14/177,007	2/10/14	9771844	9/26/17	Cooper Machinery Services LLC
Two-Stroke Lean Burn Gas Engine With A Silencer/Catalytic Converter	US	Issued	11/769,584	6/27/07	7765799	8/3/10	Cooper Machinery Services LLC

Title	Country	Status	App. No.	Filed	Patent No.	Issued	Owner of Record
Two-Stroke Lean Burn Gas Engine With A Silencer/Catalytic Converter	US	Issued	11/931,522	10/31/07	7690194	4/6/10	Cooper Machinery Services LLC
Two-Stroke Lean Burn Gas Engine With A Silencer/Catalytic Converter	US	Issued	11/931,680	10/31/07	7818963	10/26/10	Cooper Machinery Services LLC
Two-Stroke Lean Burn Gas Engine With A Silencer/Catalytic Converter	US	Issued	12/906,981	10/18/10	8646260	2/11/14	Cooper Machinery Services LLC
Valve Port Geometry in Reciprocating Compressors	US	Issued	29/610,884	7/17/17	D890,216	7/14/20	Cooper Machinery Services LLC
Valveless Reciprocating Compressor	US	Issued	13/354,255	1/19/12	9,702,350	7/11/17	Cooper Machinery Services LLC
Valveless Reciprocating Compressor	US	Issued	13/354,263	1/19/12	9,435,322	9/6/16	Cooper Machinery Services LLC
Variable-Volume Head	US	Issued	14/287,011	4/22/09	9,897,207	2/20/18	Cooper Machinery Services LLC