

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7099254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FLUID QUIP KS, LLC	12/30/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, AS AGENT
<b>Street Address:</b>	1585 BROADWAY, 39TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8696192
Patent Number:	8813973
Patent Number:	8753505
Patent Number:	8714811
Patent Number:	9932246
Patent Number:	10233097
Patent Number:	10226774
Patent Number:	10322383
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)902-1061
<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>	
<b>Phone:</b>	312-577-8438
<b>Email:</b>	raquel.haleem@katten.com
<b>Correspondent Name:</b>	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
<b>Address Line 1:</b>	525 WEST MONROE STREET
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	393033-00056
<b>NAME OF SUBMITTER:</b>	RAQUEL HALEEM
<b>SIGNATURE:</b>	/Raquel Haleem/

<b>DATE SIGNED:</b>	12/30/2021
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**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of December 30, 2021, by Fluid Quip KS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of MS Private Credit Administrative Services LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Komline-Sanderson Group, Inc., a Delaware corporation (“**Borrower**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of March 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 17, 2021, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(a) Each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Patent, or (ii) injury to the goodwill associated with each such Patent.

3. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FLUID QUIP KS LLC, a Delaware limited liability company

By:   
Name: Dana Brooks  
Title: Chief Executive Officer

Agreed and accepted as of  
the date first written above:

**MS PRIVATE CREDIT ADMINISTRATIVE  
SERVICES LLC**, as Agent

By:  \_\_\_\_\_  
Name: Jeffrey Day  
Title: Authorized Signatory

**SCHEDULE A**

**Patent Registrations**

<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
Multiple helical vortex baffle	US8696192B2	4/15/2014	USA
Apparatus and method for filtering a material from a liquid medium	US8813973B2	8/26/2014	USA
Liquid treatment apparatus and method for using same	US8753505B2	6/17/2014	USA
Multiple helical vortex baffle	US8714811B2	5/6/2014	USA
Pulse cavitation processor and method of using same	US9932246B2	4/3/2018	USA
Liquid treatment apparatus with ring vortex processor and method of using same	US10233097B2	3/19/2019	USA
Multi-zoned paddle screen apparatus	US10226774B2	3/12/2019	USA
Radial flow processor and method for using same	US10322383B2	6/18/2019	USA