

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7101496

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
POTTER ELECTRIC SIGNAL COMPANY, LLC	12/07/2021
VALCOM, INC.	12/07/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC
<b>Street Address:</b>	225 WEST WASHINGTON ST, 9TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606

**PROPERTY NUMBERS Total: 22**

Property Type	Number
Patent Number:	6471255
Patent Number:	6926023
Patent Number:	7992527
Patent Number:	6940409
Patent Number:	7317993
Patent Number:	7630839
Patent Number:	7706989
Patent Number:	6860331
Patent Number:	6243001
Patent Number:	7530402
Patent Number:	7293576
Patent Number:	8640522
Patent Number:	9435682
Patent Number:	6904800
Patent Number:	7243540
Patent Number:	6945509
Patent Number:	7137408
Patent Number:	8193665
Patent Number:	8928191

PATENT

Property Type	Number
Patent Number:	6841125
Patent Number:	6517617
Application Number:	15884113

**CORRESPONDENCE DATA**

**Fax Number:** (704)503-2622

*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:** 7045032600

**Email:** msheehan@kslaw.com

**Correspondent Name:** KING & SPALDING LLP

**Address Line 1:** 300 S. TRYON ST., STE 1700

**Address Line 2:** ATTN: MOIRA SHEEHAN

**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 32287.515001 PA

**NAME OF SUBMITTER:** MOIRA SHEEHAN

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 01/03/2022

**Total Attachments: 7**

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This Agreement is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Subordination and Intercreditor Agreement dated as of December 7, 2021, by and among ANTARES CAPITAL LP, as administrative agent for the Senior Lenders (as defined therein), CORTLAND CAPITAL MARKET SERVICES LLC, as Subordinated Agent, the Subordinated Lenders (as defined therein), Potter Electric Signal Company, LLC (the “**Borrower**”), Potter Holdco, Inc. (“**Holdings**”) and each other obligor thereunder, as the same may be amended, modified, restated or supplemented from time to time (the “**First Lien Intercreditor Agreement**”), to the extent, and in the manner provided in the First Lien Intercreditor Agreement.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Patent Security Agreement**”) dated as of December 7, 2021, is made by Potter Electric Signal Company, LLC, a Missouri limited liability company, and Valcom, Inc., a Virginia corporation, (the “**Grantors**” and, individually, each a “**Grantor**”), in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties.

### WITNESSETH:

**WHEREAS**, pursuant to that certain Second Lien Credit Agreement, dated as of December 7, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among Potter Holdco, Inc., a Delaware corporation (“**Holdings**”), Potter Electric Signal Company, LLC, a Missouri limited liability company (the “**Borrower**”), the other Credit Parties party thereto from time to time, the Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has agreed, pursuant to an Amended and Restated Second Lien Guaranty and Security Agreement dated as of the Closing Date in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of the Borrower; and

**WHEREAS**, each Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.
2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “**Patent Trademark Collateral**”):

- (a) all of its Patents referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantors Remains Liable. Notwithstanding anything herein to the contrary, each Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

7. Loan Document. This Patent Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

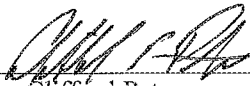
8. Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent hereunder pursuant to or in connection with this Patent Security Agreement, the terms of this Patent Security Agreement, and the exercise of any rights or remedy by the Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Patent Security Agreement, the terms of the First Lien Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**POTTER ELECTRIC SIGNAL COMPANY, LLC,**  
a Missouri limited liability company,  
as a Grantor

By:   
Name: Clifford Peterson  
Title: Chief Financial Officer

**VALCOM, INC.,**  
a Virginia corporation,  
as a Grantor

By: \_\_\_\_\_  
Name: Gerald F. Connolly, Jr.  
Title: President

[Signature Page to Patent Security Agreement]

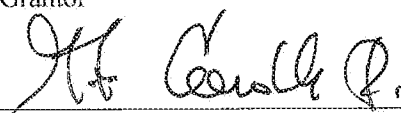
IN WITNESS WHEREOF, the undersigned Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**POTTER ELECTRIC SIGNAL COMPANY, LLC,**  
a Missouri limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: Clifford Peterson  
Title: Chief Financial Officer


**VALCOM, INC.,**  
a Virginia corporation,  
as a Grantor

By:  \_\_\_\_\_  
Name: Gerald F. Connolly, Jr.  
Title: President

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**CORTLAND CAPITAL MARKET SERVICES LLC,**  
as Agent

By:   
Name: Emily Ergang Pappas  
Title: Head of Legal, North America

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

1. REGISTERED PATENTS

Title	Country	Filing Date	Patent No	Owner
Anti-Rotation Arrangement for a Detection Device	USA	10/29/2002	6,471,255	Potter Electric Signal Company, LLC
Automatic Air Release System With Shutoff Valve	USA	8/09/2005	6,926,023	Potter Electric Signal Company, LLC
Water Feed Controller for a Boiler	USA	8/09/2011	7,992,527	Potter Electric Signal Company, LLC
Fluid Flow Detector	USA	9/06/2005	6,940,409	Potter Electric Signal Company, LLC
Fluid Detector Recognizing Foam and Surge Conditions	USA	1/08/2008	7,317,993*	Potter Electric Signal Company, LLC
Fluid Detector Recognizing Foam and Surge Conditions	USA	12/08/2009	7,630,839*	Potter Electric Signal Company, LLC
Methods for Detecting Fluid Surge Conditions	USA	4/27/2010	7,706,989*	Potter Electric Signal Company, LLC
Single-Piece Manifold	USA	3/01/2005	6,860,331	Potter Electric Signal Company, LLC
Variable Intensity Visual Signaling System	USA	6/05/2001	6,243,001	Potter Electric Signal Company, LLC
Water Column Supervisory Switch	USA	5/12/2009	7,530,402	Potter Electric Signal Company, LLC
Single-Piece Manifold with Reduced Pressure Arrangement	USA	11/13/2007	7,293,576	Potter Electric Signal Company, LLC
Systems and Methods for Remote Testing of a Flow Switch	USA	2/04/2014	8,640,522	Potter Electric Signal Company, LLC
Systems and Methods for Remote Testing of a Flow Switch	USA	9/06/2016	9,435,682	Potter Electric Signal Company, LLC
Low Water Cut-Off System	USA	6/14/2005	6,904,800	Potter Electric Signal Company, LLC
Low Water Cut-Off System	USA	7/17/2007	7,243,540	Potter Electric Signal Company, LLC
Universal Valve Switch	USA	9/20/2005	6,945,509	Potter Electric Signal Company, LLC
Universal Valve Switch	USA	11/21/2006	7,137,408	Potter Electric Signal Company, LLC
Multi-Protocol Fire-Alarm Strobe Synchronization	USA	06/05/2012	8,193,665	Potter Electric Signal Company, LLC
Multi-Protocol Fire-Alarm Strobe Synchronization	USA	1/06/2015	8,928,191	Potter Electric Signal Company, LLC



Title	Country	Filing Date	Patent No	Owner
Method and Apparatus to Clean and Apply Foamed Corrosion Inhibitor to Ferrous Surfaces	USA	1/11/2005	6,841,125	Potter Electric Signal Company, LLC
Method and Apparatus to Clean and Apply Foamed Corrosion Inhibitor to Ferrous Surfaces	USA	2/11/2003	6,517,617	Potter Electric Signal Company, LLC

## 2. PATENT APPLICATIONS

Title	Country	Filing Date	Application No.	Owner
Automatic Nitrogen Fill For A Fire Sprinkler System	USA	Filed 01/30/2017	15/884,113	Potter Electric Signal Company, LLC

\*Patent is jointly owned by Potter Electric Signal Company, LLC and Taco, Inc. pursuant to Purchase Agreement, by and between Potter Electric Signal Company, LLC and Taco, Inc., dated January 21, 2002

Certain Intellectual Property is jointly owned by Potter Electric Signal Company, LLC and Nohmi Bosai Ltd. pursuant to the surviving provisions to that certain Joint Development and Distribution Agreement, dated as of December 8, 2006, and as amended from time to time which were memorialized in that certain Joint Development Termination Agreement, dated as of September 16, 2014, between the parties.