

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7152391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GLOBAL RESOURCES INTERNATIONAL, INC.	01/31/2022
GRI-ALLESET, INC.	01/31/2022
RECEIVING PARTY DATA	
Name:	HSBC BANK USA, NATIONAL ASSOCIATION
Street Address:	452 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D838361
Patent Number:	D786432
Patent Number:	D798450
Patent Number:	D828551
CORRESPONDENCE DATA	
Fax Number:	(615)244-6804
<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>	
Phone:	615-244-6380
Email:	trademarkdocket@wallerlaw.com
Correspondent Name:	MATT BRYSON
Address Line 1:	C/O WALLER LANSDEN DORTCH & DAVIS, LLP
Address Line 2:	511 UNION STREET, SUITE 2700
Address Line 4:	NASHVILLE, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	039015.14409
NAME OF SUBMITTER:	MATT BRYSON
SIGNATURE:	/MATT BRYSON/
DATE SIGNED:	02/01/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 5

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of January 31, 2022 (this “**Patent Security Agreement**”), by Global Resources International, Inc., a Georgia corporation and GRI-Alleset, Inc., a Georgia corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of HSBC Bank USA, National Association, in its capacity as Administrative Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 6, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and the Credit Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Patents of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor or any Collateral of any Grantor under this Patent Security Agreement, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the applicable Patents under this Patent Security Agreement.

SECTION 5. Counterparts. 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.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

**GLOBAL RESOURCES INTERNATIONAL, INC.
GRI-ALLESET, INC.**

By: 

Name: J. Michael Mabry

Title: Chief Executive Officer

4853-3421-2874.1

{Signature Page to Patent Security Agreement}

**PATENT
REEL: 058844 FRAME: 0289**

HSBC BANK USA, NATIONAL
ASSOCIATION
as Administrative Agent

By: R. Pasquariello
Name: Roland Pasquariello
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

Schedule I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Patents:

Owner	Patent Name	Serial No.	Patent No.
GRI-Alleset, Inc.	Stackable Guidewire Bowl	29/611,417	D838361
GRI-Alleset, Inc.	Infant Heel Incision Device	29/547,082	D786432
Global Resources International, Inc.	Infant Heel Incision Device	29/591,218	D798,450
GRI-Alleset, Inc.	Veress Needle Cap	29/613,948	D828551