

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7227954

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
INLAND PIPE REHABILITATION LLC	03/16/2022
INLAND WATERS POLLUTION CONTROL, INC.	03/16/2022

RECEIVING PARTY DATA

Name:	ATLANTIC PARK STRATEGIC CAPITAL FUND, L.P., AS SECOND LIEN ADMINISTRATIVE AGENT
Street Address:	527 MADISON AVENUE, 25TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	9028642
Patent Number:	9056425
Patent Number:	7645346
Patent Number:	8864615
Patent Number:	8905702
Patent Number:	9067231
Patent Number:	9095866
Patent Number:	9138758
Patent Number:	7828904

CORRESPONDENCE DATA

Fax Number:

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.

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Address Line 4: WASHINGTON, D.C. 20036

PATENT

ATTORNEY DOCKET NUMBER:	1622782 PAT
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	03/16/2022

Total Attachments: 5

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 16, 2022 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **ATLANTIC PARK STRATEGIC CAPITAL FUND, L.P.**, as Second Lien Administrative Agent for the Secured Parties (in such capacity, the “**Second Lien Administrative Agent**”) (as defined in the Second Lien Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of March 16, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Second Lien Administrative Agent; and

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Second Lien Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Second Lien Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Second Lien Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Patent Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Patents**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

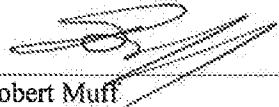
Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. If any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

Section 6. Intercreditor Agreement Governs. Anything herein to the contrary notwithstanding, the payment of the obligations evidenced by this instrument, the liens and security interests securing such obligations, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement dated as of March 16, 2022, (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Monroe Capital Management Advisors, LLC, as First Lien Agent, and Atlantic Park Strategic Capital Fund, L.P., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this instrument, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each Grantor and the Second Lien Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

INLAND PIPE REHABILITATION LLC,
as a Grantor

By: 
Name: Robert Muff
Title: Chief Financial Officer and Secretary

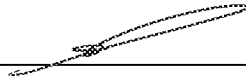
**INLAND WATERS POLLUTION CONTROL,
INC.,**
as a Grantor

By: 
Name: Robert Muff
Title: Chief Financial Officer and Secretary

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 059370 FRAME: 0238

**ATLANTIC PARK STRATEGIC CAPITAL FUND,
L.P., as Second Lien Administrative Agent**

By: 
Name: George Fan
Title: Authorized Signatory

SCHEDULE 1 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

<u>GRANTOR</u>	<u>TITLE</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>PATENT NO.</u>
Inland Pipe Rehabilitation LLC	Method, apparatus and system for lining conduits	11/315328	12/23/05	9028642
Inland Pipe Rehabilitation LLC	Method, Apparatus And System For Lining Conduits	12/685763	1/12/10	9056425
Inland Waters Pollution Control, Inc.	Pipeline Cleaning Apparatus	11/339529	1/26/06	7645346
Inland Pipe Rehabilitation LLC	Planetary Gear Retrieval System	13/737601	1/9/13	8864615
Inland Pipe Rehabilitation LLC	Cable-Driven Trailer Loading System For Liner	13/785153	3/5/13	8905702
Inland Pipe Rehabilitation LLC	Synchronization Of Retrieval System And Oscillator For Sled-Based Application Of A Coating Material	13/737478	1/9/13	9067231
Inland Pipe Rehabilitation LLC	Method and Apparatus for Application of Mortar	13/367298	2/6/12	9095866
Inland Pipe Rehabilitation LLC	Method and Apparatus for Application of Mortar	13/367315	2/6/12	9138758
Inland Waters Pollution Control, Inc.	Pipeline Cleaning Apparatus And Method	12/640581	12/17/09	7828904