

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7256817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WASTE HARMONICS HOLDINGS, LLC	03/25/2022
RECEIVING PARTY DATA	
Name:	CITIZENS BANK, N.A.
Street Address:	126 EAST AVENUE, SUTIE 100
City:	ROCHESTER
State/Country:	NEW YORK
Postal Code:	14604
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	62840787
Patent Number:	6561085
Patent Number:	6738732
Patent Number:	8794135
Patent Number:	7926419
Patent Number:	7481160
Patent Number:	10451768
Application Number:	16658900
Application Number:	16848459
CORRESPONDENCE DATA	
Fax Number:	
<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:	3154237100
Email:	kpurdy@harrisbeach.com
Correspondent Name:	HARRIS BEACH, PLLC
Address Line 1:	333 WEST WASHINGTON STREET, SUITE 200
Address Line 4:	SYRACUSE, NEW YORK 13202
NAME OF SUBMITTER:	LAURA W. SMALLEY
SIGNATURE:	/Laura W. Smalley/

DATE SIGNED:	03/31/2022
Total Attachments: 6 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned ("Grantor") for the benefit of Citizens Bank, N.A. (the "Secured Party"), in connection with a Guaranty and Collateral Agreement dated as of March 25, 2022, among Grantors party thereto and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Secured Party.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Secured Party a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

In consideration of the mutual agreements set forth herein and the Guaranty and Collateral Agreement, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1, together with any reissues, continuations or extensions thereof; and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 and any Patent issued pursuant to a Patent application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Patents" and "Proceeds" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement or the Guaranty and Collateral Agreement:

"Patents" means (a) all letters patent of the United States, or any political subdivision thereof, all reissues and extensions thereof, and all goodwill associated therewith; (b) all applications for letters patent of the United States and all divisions, continuations, and

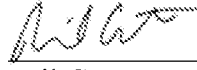
continuations-in-part thereof; and (c) all rights to obtain any reissues or extensions of the foregoing.

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Effective Date and from time to time in the State of New York.

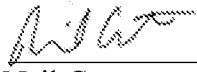
[Signature pages follow]

Each Grantor is signing this Patent Security Agreement as of the date stated in the introductory clause.

WASTE HARMONICS HOLDINGS, LLC,
as Grantor

By: 
Name: Neil Carter
Title: Authorized Signatory

WASTE HARMONICS, LLC,
as Grantor

By: 
Name: Neil Carter
Title: Authorized Signatory

Acknowledged:

CITIZENS BANK, N.A., as Secured Party

By: 

Name: William Blick

Title: Senior Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 059462 FRAME: 0653

SCHEDULE 1

PATENT COLLATERAL

Credit Party	Patent	Patent Number/Application	Filing/Issue Date	Status
Waste Harmonics Holdings, LLC	Monitoring Fullness of Containers	62/840787	04/30/2019	Provisional Application
Waste Harmonics, LLC	System and Method for Variably Adjusting the Pick-up Level of One or More Waste Compactor Containers	6561085	05/13/2003	Issued
Waste Harmonics, LLC	System and Method for Graphically Providing/Analyzing Operational Compactor Status Information of a Waste Compactor Container	6738732	05/18/2004	Issued
Waste Harmonics, LLC	System and Method for Controlling Compactor Systems	8794135	08/04/2014	Issued
Waste Harmonics, LLC	System and Method for Controlling Compactor Systems	7926419	004/19/2011	Issued
Waste Harmonics, LLC	System and Method for Controlling Compactor Systems	7481160	01/27/2009	Issued
Waste Harmonics, LLC	Techniques for Optimally Sensing Full Containers	10451768	10/22/2019	Issued

Waste Harmonics, LLC	Techniques for Optimally Sensing Full Containers	16/658900	10/21/2019	Allowed
Waste Harmonics, LLC	Monitoring Fullness of Containers	16/848459	4/14/2020	Pending