

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7244361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS NOTES COLLATERAL AGENT	03/11/2022
RECEIVING PARTY DATA	
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS THE SUCCESSOR NOTES COLLATERAL AGENT
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6586089
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
<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>	
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Correspondent Name:	JAVIER J. RAMOS
Address Line 1:	1850 K STREET, NW, SUITE 1100
Address Line 2:	MILBANK, LLP
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	54721.00001
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	03/24/2022
Total Attachments: 5	
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source=51. Incora - Successor Agent Notes Patent Assignment#page2.tif	
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source=51. Incora - Successor Agent Notes Patent Assignment#page4.tif	

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL (this “Assignment”), dated as of March 14, 2022, from THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent (in such capacity, the “Existing Notes Collateral Agent”), to WILMINGTON SAVINGS FUND SOCIETY, FSB, as the successor Notes Collateral Agent (together with its successors and assigns, the “Successor Notes Collateral Agent”) with an address of 500 Delaware Avenue, Wilmington, DE 19801.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Notes Security Agreement, dated as of January 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Successor Notes Collateral Agent (as successor in interest to the Existing Notes Collateral Agent) pursuant to which the Grantors were required to execute and deliver the Patent Security Agreement referred to below: and

WHEREAS, pursuant to that certain Notes Patent Security Agreement, dated as of January 9, 2020, by the Grantors party thereto in favor of the Existing Notes Collateral Agent, recorded with the United States Patent and Trademark Office on January 10, 2020 at Reel 51554, Frame 0991 (the “Patent Security Agreement”), each Grantor pledged and granted to the Existing Notes Collateral 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 of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral); and
- (b) all Proceeds of any and all of the foregoing.

WHEREAS, the Existing Notes Collateral Agent has assigned all of its rights, powers, and privileges as Notes Collateral Agent under the Patent Security Agreement to the Successor Notes Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Collateral Agent hereby acknowledges and agrees as follows:

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

SECTION 2. Assignment of Security Interest. The Existing Notes Collateral Agent hereby assigns, without recourse, representation or warranty of any kind, all of its rights, powers, and privileges under the Patent Security Agreement, including those with respect to the Collateral, to the Successor Notes Collateral Agent.

SECTION 3. Recordation. The Existing Notes Collateral Agent authorizes and requests that the Commissioner for Patents and any other applicable government officer or relevant governmental authority record this Assignment.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Successor Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Assignment.

SECTION 5. Counterparts. This Assignment 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 Assignment by signing and delivering one or more counterparts. Each signed copy will be an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, email or other electronic means shall be effective as delivery of a manually executed counterpart of this Assignment.

SECTION 6. Governing Law. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or relating to this Assignment or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above,

EXISTING NOTES COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Gary S. Bush

Digitally signed by Gary S. Bush
DN: cn=Gary S. Bush, o=Gary S. Bush c=US, United States, e=US, United States o=BNY Mellon
ou=Corporate Trust, email=gary.bush@bnymellon.com
Reason: I am the author of this document.
Location:
Date: 2022.05.11 10:16:05.00

By: _____

Name:

Title:

Accepted and Agreed:

SUCCESSOR NOTES COLLATERAL AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: _____

Name:

Title:

[Signature Page – Successor Agent Notes Patent Assignment]

PATENT
REEL: 059499 FRAME: 0717

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above,

EXISTING NOTES COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Name:

Title:

Accepted and Agreed:

SUCCESSOR NOTES COLLATERAL AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: John McNichol

Name: John McNichol

Title: Assistant Vice President

[Signature Page – Successor Agent Notes Patent Assignment]

PATENT
REEL: 059499 FRAME: 0718

SCHEDULE I
to
ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Uniseal, Inc.	Epoxy based reinforcing patches with improved adhesion to oily metal surfaces	09874438	06/05/2001	6586089	07/01/2003

Patent Applications:

None.