# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7260156

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RESTAURANT TECHNOLOGIES, INC.	04/01/2022

#### **RECEIVING PARTY DATA**

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS AGENT		
Street Address:	1300 THAMES STREET, 4TH FLOOR		
Internal Address:	THAMES STREET WHARF		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		

#### **PROPERTY NUMBERS Total: 16**

Application Number:12796075Application Number:11373474Application Number:12944599Application Number:13684935Application Number:14539826Application Number:12565582Application Number:12430650
Application Number:12944599Application Number:13684935Application Number:14539826Application Number:12565582
Application Number:13684935Application Number:14539826Application Number:12565582
Application Number: 14539826 Application Number: 12565582
Application Number: 12565582
Application Number: 12430650
Application Number: 13614639
Application Number: 14182080
Application Number: 15005282
Application Number: 12565592
Application Number: 16879523
Application Number: 14304765
Application Number: 15351837
Application Number: 16950388
Application Number: 17368016

#### **CORRESPONDENCE DATA**

**Fax Number:** (800)914-4240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

PATENT

REEL: 059580 FRAME: 0427

507213306

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/04/2022

#### **Total Attachments: 7**

source=09. Project Double Eagle - Patent Security Agreement (Executed)#page1.tif source=09. Project Double Eagle - Patent Security Agreement (Executed)#page2.tif source=09. Project Double Eagle - Patent Security Agreement (Executed)#page3.tif source=09. Project Double Eagle - Patent Security Agreement (Executed)#page4.tif source=09. Project Double Eagle - Patent Security Agreement (Executed)#page5.tif source=09. Project Double Eagle - Patent Security Agreement (Executed)#page6.tif source=09. Project Double Eagle - Patent Security Agreement (Executed)#page7.tif

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 1, 2022 (this 'Patent Security Agreement''), is made by the entity listed as Grantor on the signature pages hereto (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the Secured Parties under the Security Agreement (as defined below) (the "Agent").

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the <u>Credit Agreement</u>"), by and among Double Eagle Merger Sub, Inc., a Delaware corporation ("<u>Merger Sub</u>" and, prior to the Closing Date Merger (as defined below), the Borrower), which upon effectiveness of the Closing Date Merger will be merged with and into Eagle Parent Corp., a Delaware corporation (after the Closing Date Merger, the Borrower), Double Eagle Buyer, Inc., a Delaware corporation ('<u>Holdings</u>'), the Subsidiaries of the Borrower from time to time party thereto as guarantors, the Lenders from time to time party thereto and the Agent; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Merger Sub, Holdings, the Subsidiary Parties from time to time party thereto, as grantors, and the Agent, in its capacity as Administrative Agent under the Credit Agreement, in order to secure payments of certain Secured Obligations, the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule I hereto (the "Patent Collateral"); provided, that, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term "Patent Collateral" shall not include, any Excluded Assets. Until the Termination Date, the Agent shall retain its security interest in the Patent Collateral granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree:

- <u>Section 1.</u> <u>Defined Terms.</u> Unless otherwise defined herein, capitalized terms used but not otherwise defined herein (including the introductory paragraphs hereto) shall have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.
- Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Patent Collateral.
- <u>Section 3.</u> <u>Recordation.</u> The Grantor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Patent Security Agreement.
- Section 4. <u>Termination</u>. Upon satisfaction of the conditions set forth in Section 7.12 of the Security Agreement, the Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

Section 5. Counterparts; Electronic Execution. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on 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 Patent Security Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Security Agreement. The words "execution," "execute", "signed," "signature," and words of like import in this Patent Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. This Patent Security Agreement and any claim, controversy or dispute arising under or related to this Patent Security Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

RESTAURANT TECHNOLOGIES, INC.

By:

Name: Jeffrey Kiesel

Title: Chief Executive Officer and President

# ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC.

as Agent

By: Name: Chance Moreland

Title: Authorized Signatory

### Schedule I Patents

# U.S. Patents and Applications

itle	Filing/Issue Date	Appl/Patent N		Owner
Valve assemblies and related	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
systems and methods	6/8/2010	12/796,075		
	Issue Date	Patent No.		
	2/14/2012	8,113,226		
Range exhaust cleaning	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
system	3/10/2006	11/373,474		
	Issue Date	Patent No.		
	11/16/2010	7,832,391		
Range exhaust cleaning	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
system and method	11/11/2010	12/944,599		
	Issue Date	Patent No.		
	11/27/2012	8,316,839		
Range exhaust cleaning	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
system and method	11/26/2012	13/684,935		_
	Issue Date	Patent No.		
	6/10/2014	8,746,231		
Filters, filter mounts, and	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
methods of mounting filters	11/12/2014	14/539,826	1335.55	
č	Issue Date	Patent No.		
	4/4/2017	9,612,023		
Flame resistant filter apparatus	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
and method	9/23/2009	12/565,582	Issued	
	Issue Date	Patent No.		
	3/21/2017	9,599,350		
Grease removal apparatus,	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
systems and methods	4/27/2009	12/430.650	1554444	Trestant Termining greet, mer
systems and medicas	Issue Date	Patent No.		
	10/2/2012	8,277,530		
Grease removal apparatus,	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
systems and methods	9/13/2012	13/614.639	188000	Resident Teemologies, Inc.
systems and medicas	Issue Date	Patent No.		
	2/18/2014	8,652,241		
Grease removal apparatus,	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
systems and methods	2/17/2014	14/182,080	Issued	Restaurant Teenmologies, Inc.
systems and meanods	Issue Date	Patent No.		
	1/26/2016	9,242,200		
Grease removal apparatus,	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
systems and methods	1/25/2016	15/005,282	Issued	Restaurant Technologies, Inc.
systems and memods	Issue Date	Patent No.		
	5/28/2019	10,300,422		
Flame resistant filter apparatus	Filing Date	Appl. No.	T 1	Restaurant Technologies, Inc.
		12/565,592	Issued	Restaurant Technologies, Inc.
and method	9/23/2009 Issue Date	Patent No.		
Flame resistant filter apparatus	1/1/2019	10,167,137		Destament Technologies Inc
• •	Filing Date	Appl. No.	Pending	Restaurant Technologies, Inc.
and method	5/20/2020	16/879,523		
Filters, mounts, and methods	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.
of mounting filters	6/13/2014	14/304,765	199000	Todasian Todinologios, inc.
or mounting inters	Issue Date	Patent No.		
	1/31/2017	9,555,356		
Filters, mounts and methods of	Filing Date	Appl. No.	Issued	Restaurant Technologies, Inc.

Title	Filing/Issue Date Issue Date 5/28/2019	Appl/Patent No. Patent No. 10,300,426	Status	Owner
Filters, mounts and methods of mounting filters	Filing Date 11/17/2020	Appl. No. 16/950,388	Pending	Restaurant Technologies, Inc.
System and method to clean a range exhaust	Filing Date 7/6/2021	Appl. No. 17/368,016	Pending	Restaurant Technologies, Inc.

RECORDED: 04/04/2022