

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7303760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FLO-TECH, LLC	04/28/2022
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN, FLOOR L2, SUITE IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9284510
Patent Number:	9317006
Patent Number:	9046813
Patent Number:	9069290
Patent Number:	9428710
Patent Number:	D722641
Patent Number:	D753761
Patent Number:	9557686
Patent Number:	9651896
Patent Number:	9643438
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:	3127018637
Email:	IPDocket@mayerbrown.com
Correspondent Name:	WILLIAM R. SIEGEL, MAYER BROWN LLP
Address Line 1:	P.O. BOX 2828
Address Line 4:	CHICAGO, ILLINOIS 60690-2828
ATTORNEY DOCKET NUMBER:	22703257

NAME OF SUBMITTER:	WILLIAM R. SIEGEL
SIGNATURE:	/william r siegel/
DATE SIGNED:	04/28/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=JPM-FlexPrint - Patent Security Agreement (Executed)#page1.tif source=JPM-FlexPrint - Patent Security Agreement (Executed)#page2.tif source=JPM-FlexPrint - Patent Security Agreement (Executed)#page3.tif source=JPM-FlexPrint - Patent Security Agreement (Executed)#page4.tif source=JPM-FlexPrint - Patent Security Agreement (Executed)#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “Agreement”) dated as of April 28, 2022 is among Flo-Tech, LLC, a Connecticut limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, “Administrative Agent”) on behalf of the Lenders and the other Secured Parties.

WITNESSETH

WHEREAS, pursuant 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 “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto, the Lenders party thereto and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrower;

WHEREAS, the Grantor has entered into 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 the Grantor, the other Grantors (as defined therein) party thereto, and Administrative Agent; and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in the Collateral. The Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of the Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Patents.** Patents, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “Patents” means (a) all rights, title and interests in any letters patent (and all related IP Ancillary Rights), registered with the United States Patent and Trademark Office or any similar office or agency outside the United States, and all reissues and extensions thereof; (b) all applications for letters patent (and all related IP Ancillary Rights), and all divisions, continuations and continuations-in-part thereof, in each case, submitted in the United States Patent and Trademark Office or any similar office or agency outside the United States, including, without limitation, each Patent listed on Schedule A hereto);

(b) **Licenses.** IP Licenses in respect of any Patent, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which the Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Grantor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any IP License, and (B) any claim by the Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until Payment in Full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

FLO-TECH, LLC, a Connecticut limited liability company

By: 

Name: Karen Roscher

Title: Chief Financial Officer

Signature Page to Patent Security Agreement

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Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Katherine Rappold*
Name: Katherine Rappold
Title: Vice President

Signature Page to Patent Security Agreement

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REEL: 059759 FRAME: 0210

SCHEDULE A

REGISTERED PATENTS

Title	Grantor	Pat. No.	Date of Registration
Lubricant coating for laser printer wiper blades	FLO-TECH, LLC	9284510	March 15, 2016
Laser print cartridge with removable paper cleaning assembly	FLO-TECH, LLC	9317006	April 19, 2016
Printer cartridge with toner wall	FLO-TECH, LLC	9046813	June 2, 2015
Method for remanufacturing toner cartridges	FLO-TECH, LLC	9069290	June 30, 2015
Lubricant coating for laser printer wiper blades	FLO-TECH, LLC	9428710	August 30, 2016
Toner cartridge seal	FLO-TECH, LLC	D722641	February 17, 2015
Cartridge pin extractor	FLO-TECH, LLC	D753761	April 12, 2016
Spring bearing for use in a developer cartridge roller system	FLO-TECH, LLC	9557686	January 31, 2017
Method for reattaching a floating magnetic roller section of toner cartridges	FLO-TECH, LLC	9651896	May 16, 2017
Printer cartridge pin exposure and removal apparatus	FLO-TECH, LLC	9643438	May 9, 2017