

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7345855

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
UNITED CONVEYOR LLC		04/29/2022
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 SOUTH DEARBORN, FLOOR L2	
Internal Address:	SUITE IL 1-1145	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603-2300	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Application Number:	16694492	
Application Number:	16538302	
Application Number:	15723485	
Application Number:	15714718	
Application Number:	14847532	
Application Number:	14456874	
Application Number:	13771938	
Application Number:	13357193	
Application Number:	12228556	
Application Number:	14729249	
Patent Number:	9074767	
Application Number:	15268921	
Application Number:	14723224	
Application Number:	13598157	
Application Number:	13549058	
Application Number:	12359604	
Application Number:	16458814	
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.

Email: ipdocket@mayerbrown.com

Correspondent Name: JONATHAN BROWN, MAYER BROWN LLP

Address Line 1: 71 S. WACKER DR.

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	22708250
NAME OF SUBMITTER:	JONATHAN BROWN
SIGNATURE:	/Jonathan Brown/
DATE SIGNED:	05/24/2022

Total Attachments: 7

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CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (this “Confirmatory Grant”) is made as of April 29, 2022, by and between **UNITED CONVEYOR LLC**, a Delaware limited liability company and **UCC DRY SORBENT INJECTION LLC**, a Delaware limited liability company (the “Grantors”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

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 Grantors, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantors pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantors have agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantors hereby pledge, collaterally assign and grant to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantors’ right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and IP Licenses with respect to Patents to which it is a party, including without limitation, those referred to on Schedule I;

(b) all divisionals, continuations, continuations in part, reissues, reexaminations and extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Patent or any Patents exclusively licensed under any IP License, including right to receive any damages, or (ii) right to receive license fees, royalties, and other compensation under any IP License with respect to Patents.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Patent 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. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new Patents or become entitled to the benefit of any Patent for any renewal or extension of any existing Patent, in each case that constitutes Collateral and is subject to the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement, the provisions of this Confirmatory Grant shall automatically apply thereto. Grantors hereby authorize the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries 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, physical delivery thereof 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; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

7. **CHOICE OF LAW.** THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8. **MISCELLANEOUS.** THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 7.17 AND 7.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Patents to be executed and delivered as of the day and year first above written.

GRANTORS:

UNITED CONVEYOR LLC,
a Delaware limited liability company

By: 

Name: Douglas S. Basler

Title: Chief Executive Officer

UCC DRY SORBENT INJECTION LLC,
a Delaware limited liability company

By: 

Name: Douglas S. Basler

Title: Chief Executive Officer

[Signature page to Confirmatory Grant of Security Interest in Patents]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Michelle L Walker
Title: Vice President

[Signature page to Confirmatory Grant of Security Interest in Patents]

SCHEDULE I
to
CONFIRMATORY GRANT

Patents

Grantor	Application No.	Patent No.	Patent Description
United Conveyor LLC	16/694,492	11,033,836	Continuous dewatering recirculation system with integral coal combustion residual high flow plate separator
United Conveyor LLC	16/538,302	10,974,175	Clarifier rake configuration and system and method including the same for bottom ash handling related to flue gas desulfurization
United Conveyor LLC	15/723,485	10,486,087	Continuous dewatering recirculation system with integral coal combustion residual high flow plate separator
United Conveyor LLC	15/714,718	10,245,548	Injection lance assembly
United Conveyor LLC	14/847,532	9,776,106	Continuous dewatering recirculation system with integral coal combustion residual high flow plate separator
United Conveyor LLC	14/456,874	9,539,535	Injection lance assembly
United Conveyor LLC	13/771,938	8,801,841	Injection lance assembly
United Conveyor LLC	13/357,193	8,561,785	System and method for detecting the rotation of an idler wheel through a non-rotating shaft
United Conveyor LLC	12/228,556	7,798,749	High-efficiency material inlet with particulate diffuser plate for use in entraining particulate solids in a prime mover fluid
United Conveyor LLC	13/9,262	9,074,767	Rotary bottom ash regeneration system
United Conveyor LLC	14/729,249	10,005,055	Rotary bottom ash regeneration system

UCC Dry Sorbent Injection LLC	15/268,921	10,835,903	In-line mill assembly with spreader ring
UCC Dry Sorbent Injection LLC	14/723,224	9,446,383	In-line mill assembly with spreader ring
UCC Dry Sorbent Injection LLC	13/598,157	9,267,603	In line mill assembly with labyrinth seal
UCC Dry Sorbent Injection LLC	13/549,058	9,079,185	In-line mill assembly with spreader ring
UCC Dry Sorbent Injection LLC	12/359,604	8,215,575	In-line milling system

Patent Applications

Grantor	Application No.	Publication No.	Title
United Conveyor LLC	16/458,814	20210002089	SYSTEM AND MECHANISM FOR BOTTOM ASH FEED REGULATION TO A LOW CAPACITY CONVEYOR