

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7329856

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAVIRO CATALYST CANADA, INC.	05/13/2022
RECEIVING PARTY DATA	
Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	199 BAY STREET
Internal Address:	4TH FLOOR, COMMERCE COURT WEST
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5L 1A2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9878860
CORRESPONDENCE DATA	
Fax Number:	(888)829-5819
<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:	3122883582
Email:	alyssa.howard@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	208 S LASALLE ST
Address Line 2:	STE. 814
Address Line 4:	CHICAGO, ILLINOIS 60604
NAME OF SUBMITTER:	MELANIE A. FAGAN
SIGNATURE:	/Melanie A. Fagan/
DATE SIGNED:	05/13/2022
Total Attachments: 9	
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Maviro Catalyst Canada, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce

Internal Address: _____

Street Address: 199 Bay Street, 4th Floor, Commerce Court West

City: Toronto

State: ON

Country: Canada Zip: M5L 1A2

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 13, 2022

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A attached hereto.

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Melanie A. Fagan

Internal Address: c/o Chapman and Cutler LLP

Street Address: 320 S. Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-3405

Docket Number: 4269056

Email Address: mfagan@chapman.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

, for Chapman and Cutler LLP May 13, 2022

Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **9**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated May 13, 2022, is made by Maviro Catalyst Canada, Inc., a Canadian corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Canadian Imperial Bank of Commerce ("CIBC"), as administrative agent hereunder for the Lender Parties (as defined in the Security Agreement referred to below) (CIBC acting as such administrative agent and any successor or successors to CIBC acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a General Security Agreement dated as of June 29, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Secured Creditors, a security interest in, among other property, certain Intellectual Property Collateral of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Secured Creditors a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States Patent Collateral set forth in Schedule A hereto (the "Patents");
- (b) the United States Trademark Collateral set forth in Schedule B hereto, (the "Trademarks or Service Marks");
- (c) all Copyright Collateral set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

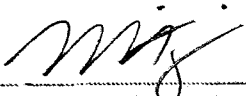
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Maviro Catalyst Canada Inc., as Grantor

By: 

Name: Michael Tringali
Title: Chief Financial Officer, Secretary and Treasurer

ACCEPTED and ACKNOWLEDGED by:

CANADIAN IMPERIAL BANK OF COMMERCE, as Agent

By: _____

Name:
Title:

By: _____

Name:
Title:

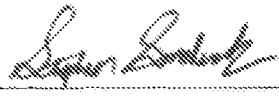
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

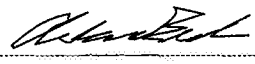
Maviro Catalyst Canada Inc., as Grantor

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

CANADIAN IMPERIAL BANK OF COMMERCE, as Agent

By:  _____
Name: Stephen Smaluck
Title: Authorized Signatory

By:  _____
Name: Adam Brush
Title: Authorized Signatory

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

	HOLDER	COUNTRY	TITLE	STATUS	PATENT NO.
1.	Maviro Catalyst Canada, Inc.	United States	Elevation Conveyance System and Method	Issued	9,878,860

II. PATENT APPLICATIONS

None

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

None

II. TRADEMARK APPLICATIONS

None

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None

II. COPYRIGHT APPLICATIONS

None

III. COPYRIGHT LICENSES

None