

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7360438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
OPTRICITY CORPORATION	06/01/2022
MHS EQUIPMENT, LLC	06/01/2022
MATERIAL HANDLINGS SYSTEMS, INC.	06/01/2022
MHS CONVEYOR CORP.	06/01/2022

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 44

Property Type	Number
Patent Number:	9613335
Patent Number:	8234004
Patent Number:	10926958
Patent Number:	11014767
Application Number:	16804310
Patent Number:	11285605
Application Number:	16793902
Patent Number:	11241802
Patent Number:	10646898
Patent Number:	10994309
Patent Number:	10710823
Patent Number:	10654652
Patent Number:	11192145
Patent Number:	10261670
Patent Number:	9676553
Patent Number:	9216862
Patent Number:	8763789

PATENT

Property Type	Number
Patent Number:	8659189
Patent Number:	8561781
Patent Number:	7604110
Patent Number:	7581632
Patent Number:	7322462
Patent Number:	7213701
Patent Number:	6685005
Application Number:	17213507
Application Number:	17213554
Application Number:	16876263
Patent Number:	11130634
Application Number:	17118777
Application Number:	17142795
Patent Number:	11203493
Application Number:	17209345
Application Number:	17325719
Application Number:	17555701
Application Number:	63237285
Application Number:	63314728
Application Number:	63251124
Application Number:	63225720
Application Number:	63278295
Application Number:	63314675
Application Number:	17760918
Application Number:	17760942
Application Number:	17760968
Application Number:	63326966

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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.

Phone: 312-862-4396

Email: noleen.gosselin@kirkland.com

Correspondent Name: NOREEN GOSSELIN

Address Line 1: KIRKLAND & ELLIS LLP

Address Line 2: 300 NORTH LASALLE

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 42901-15

NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	06/01/2022
Total Attachments: 8 source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page1.tif source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page2.tif source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page3.tif source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page4.tif source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page5.tif source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page6.tif source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page7.tif source=Project Castle - Patent Security Agreement [Executed]_(86925745_2)#page8.tif	

PATENT SECURITY AGREEMENT dated as of June 1, 2022 (this “**Agreement**”), among Optricity Corporation, a North Carolina corporation (“**Optricity**”), MHS Equipment, LLC, a Kentucky limited liability company (“**MHS Equipment**”), Material Handlings Systems, Inc., a Kentucky corporation (“**MHS**”), and MHS Conveyor Corp., a Delaware corporation (“**MHS Conveyor**”, together with Optricity, MHS Equipment and MHS, each a “**Grantor**”, and collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A. (in its individual capacity, “**JPM**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the 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 Grantors, Project Castle Holdings II, Inc., a Delaware corporation (“**Holdings**”), Project Castle, Inc., a Delaware corporation (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent, and (b) the Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantors, Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and JPM, as administrative agent and collateral agent for the Lenders party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the applicable Security Agreement. The rules of construction specified in Section 1.01 of the applicable Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, hereby grants to the Agent, its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Patent Collateral**”): (i) all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule I hereto, (ii) all reissues, extensions, divisionals, continuations and continuations-in-part of any of the foregoing, and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future infringement of any Patent including, without limitation, those listed on Schedule I hereto.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement. The security interests granted to the Agent herein

are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.11 of the Security Agreement, upon the Termination Date, this Agreement shall terminate and the security interest in the Patent Collateral shall be released. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Patent Collateral granted herein.

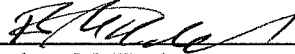
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS 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 WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

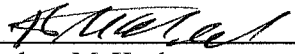
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

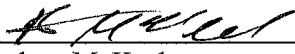
OPTRICITY CORPORATION

By: 
Name: Robert McKeel
Title: Chief Executive Officer

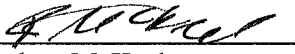
MHS EQUIPMENT, LLC

By: 
Name: Robert McKeel
Title: Chief Executive Officer

MATERIAL HANDLING SYSTEMS, INC.

By: 
Name: Robert McKeel
Title: Chief Executive Officer

MHS CONVEYOR CORP.

By: 
Name: Robert McKeel
Title: Chief Executive Officer

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

By: 
Name: Richard Barritt
Title: Executive Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 060075 FRAME: 0350

Schedule I

United States Patents

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Status	Current Owner of Record
System and methods for automatic reorganization of pick slot assignments in a warehouse	USA	14/560,594 2014-12-04	9,613,335 2017-04-04	Granted	Optricity Corporation
Systems and methods for efficiently determining item slot assignments	USA	12/392182 2009-02-25	8234004 2012-07-31	Granted	Optricity Corporation
Extendible belt conveyor and cable management system for same	USA	16/404966 07-May-2019	10926958 23-Feb-2021	Granted	MHS Equipment Holding, LLC
Rejection mechanism for a conveyor system	USA	16/887286 29-May-2020	11014767 25-May-2021	Granted	Material Handling Systems, Inc.
Parcel cart	USA	16/804310 28-Feb-2020	—	Pending	Material Handling Systems, Inc.
End effector for engaging the flexible packaging materials of parcels	USA	16/794516 19-Feb-2020	11285605 03/29/2022	Issued	Material Handling Systems, Inc.
Vacuum-based end effector for engaging parcels	USA	16/793902 18-Feb-2020	—	Pending	Material Handling Systems, Inc.
Dual-material vacuum cup for a vacuum-based end effector	USA	16/793058 18-Feb-2020	11241802 02/08/2022	Issued	Material Handling Systems, Inc.
System and method for identifying and transferring parcels from a first conveyor to a second conveyor	USA	16/001010 06-Jun-2018	10646898 12-May-2020	Granted	Material Handling Systems, Inc.
System and method for identifying and transferring parcels from a first conveyor to a second conveyor	USA	16/828113 24-Mar-2020	10994309 04-May-2021	Granted	Material Handling Systems, Inc.
Pivoting load chute	USA	16/556406 30-Aug-2019	10710823 14-Jul-2020	Granted	MHS Equipment Holding, LLC

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Status	Current Owner of Record
Extendible belt conveyor and transfer plates for same	USA	16/405275 07-May-2019	10654652 19-May-2020	Granted	MHS Equipment Holding, LLC
Singulating system for parcels	USA	16/590812 02-Oct-2019	11192145 07-Dec-2021	Granted	Material Handling Systems, Inc.
Zooming user interface for a material handling control system	USA	14/659438 16-Mar-2015	10261670 16-Apr-2019	Granted	Material Handling Systems, Inc.
Conveyor roller with integral clutch	USA	14/477475 04-Sep-2014	9676553 13-Jun-2017	Granted	MHS Conveyor Corp.
Narrow belt sorter	USA	13/965678 13-Aug-2013	9216862 22-Dec-2015	Granted	MHS Conveyor Corp.
Drive system for curved roller conveyor segments	USA	13/789890 08-Mar-2013	8763789 01-Jul-2014	Granted	MHS Conveyor Corp.
Control system for a material handling application	USA	13/354920 20-Jan-2012	8659189 25-Feb-2014	Granted	Material Handling Systems, Inc.
Diverter swing arm	USA	13/253667 05-Oct-2011	8561781 22-Oct-2013	Granted	MHS Equipment Holding, LLC and Globe Composite Solutions, Ltd.
Belt-driven accumulator for curved roller segment	USA	12/119075 12-May-2008	7604110 20-Oct-2009	Granted	MHS Conveyor Corp.
Sequential diverter for narrow belt conveyor and associated methods	USA	11/688535 20-Mar-2007	7581632 01-Sep-2009	Granted	MHS Conveyor Corp.
Conveyor belt tensioner	USA	11/304472 15-Dec-2005	7322462 29-Jan-2008	Granted	MHS Conveyor Corp.
Conveyor roller axle stiffener	USA	11/049787 03-Feb-2005	7213701 08-May-2007	Granted	MHS Conveyor Corp.
Skewed-roller belt drive for belt-driven roller conveyor	USA	10/214404 06-Aug-2002	6685005 03-Feb-2004	Granted	MHS Conveyor Corp.
System and Method for Assessing a Footprint of a Parcel Cart	USA	17/213,507 26-Mar-2021	—	Pending	Material Handling Systems, Inc.

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Status	Current Owner of Record
Parcel cart loading system	USA	17/213,554 26-Mar-2021	—	Pending	Material Handling Systems, Inc.
Dual-Lip Vacuum Cup for a Vacuum-Based End Effector	USA	16/876263 18-May-2020	—	Pending	Material Handling Systems, Inc.
Rejection Chute for a Conveyor System	USA	16/913509 26-Jun-2020	11130634 09/28/2021	Issued	Material Handling Systems, Inc.
Vacuum-Based End Effector with Extendible Vacuum Cup	USA	17/118777 11-Dec-2020	—	Pending	Material Handling Systems, Inc.
Parcel transfer system	USA	17/142795 06-Jan-2021	—	Pending	Material Handling Systems, Inc.
System for Handling Parcel Flow with Damming Conveyor	USA	17/092660 09-Nov-2020	11203493 12/21/2021	Issued	Material Handling Systems, Inc.
System and Method for Transferring Parcels from a First Conveyor to a Second Conveyor	USA	17/209,345 23-Mar-2021	—	Pending	Material Handling Systems, Inc.
Conveyor System with Multiple Robot Singulators	USA	17/325,719 20-May-2021	—	Pending	Material Handling Systems, Inc.
Cable Management System for Robot Singulator	USA	17/555,701 20-Dec-2021	--	Pending	Material Handling Systems, Inc.
System and method for Unloading Parcels	USA	63/237,285 26-Aug-2021	--	Pending	Material Handling Systems, Inc.
System for Identifying Disconnection of an Arm of a Robot	USA	63/314,728 28-Feb-2022	--	Pending	Material Handling Systems, Inc.
Trapdoor Rejection Subsystem for a conveyor System	USA	63/251,124 01-Oct-2021	--	Pending	Material Handling Systems, Inc.
Vacuum Cup Damage Detection System	USA	63/225,720 26-Jul-2021	--	Pending	Material Handling Systems, Inc.
System and Method for Removing Debris from Vacuum Sensor Lines	USA	63/278,295 26-Jul-2021	--	Pending	Material Handling Systems, Inc.

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Status	Current Owner of Record
System and Method for transferring parcels from a first conveyor to a second conveyor	USA	63/314,675 26-Jul-2021	--	Pending	Material Handling Systems, Inc.
CONVEYOR SYSTEM	USA	17/760,918 16-Mar-2022	--	Pending	Material Handling Systems, Inc.
CONVEYOR SYSTEM	USA	17/760,942 16-Mar-2022	--	Pending	Material Handling Systems, Inc.
CONVEYOR SYSTEM AND METHOD OF OPERATING THE SAME	USA	17/760,968 16-Mar-2022	--	Pending	Material Handling Systems, Inc.
SYSTEM AND METHOD FOR MONITORING PARCEL FLOW	USA	63/326,966 04-Apr-2022	--	Pending	Material Handling Systems, Inc.