

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7366793

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
KOMLINE-SANDERSON CORPORATION		05/27/2022
RECEIVING PARTY DATA		
Name:	MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, AS AGENT	
Street Address:	1585 BROADWAY, 39TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10036	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Application Number:	16581897	
Application Number:	16744549	
Application Number:	15841953	
Application Number:	13949910	
Application Number:	13953073	
Application Number:	14061182	
Application Number:	13678059	
Application Number:	14061161	
Application Number:	13900167	
Application Number:	13560128	
Application Number:	12950336	
Application Number:	13480732	
Application Number:	12589394	
Application Number:	13312446	
Application Number:	13312428	
CORRESPONDENCE DATA		
Fax Number:	(312)902-1061	
<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:	312-577-8438	

Email:	raquel.haleem@katten.com
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	393033-00056
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NAME OF SUBMITTER:	RAQUEL HALEEM
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	06/06/2022
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of May 27, 2022, by Komline-Sanderson Corporation, a New Jersey corporation (“**Grantor**”), in favor of MS Private Credit Administrative Services LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Komline-Sanderson Group, Inc., a Delaware corporation (“**Borrower**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of March 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 17, 2021, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(a) Each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and

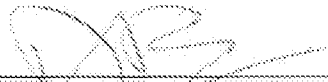
(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Patent, or (ii) injury to the goodwill associated with each such Patent.

3. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KOMLINE-SANDERSON CORPORATION,
a New Jersey corporation


By: 
Name: Danaj Brooks
Title: Chief Executive Officer

Patent Security Agreement (Komline)

PATENT
REEL: 060109 FRAME: 0282

Agreed and accepted as of
the date first written above:

**MS PRIVATE CREDIT ADMINISTRATIVE
SERVICES LLC**, as Agent

By:  _____
Name: Rebecca Shaoul
Title: Authorized Signer

SCHEDULE A**Patent Registrations**

Patent	Application Number	Application Date	Patent Number	Patent Date
TWIN DISC PUMP	16581897	9/25/2019	N/A	N/A
Apparatus and method for continuous lyophilization	16744549	1/16/2020	11137207	10/5/2021
Apparatus and method for continuous lyophilization	15841953	12/14/2017	10551122	2/4/2020
Apparatus and method for continuous lyophilization	13949910	7/24/2013	9879910	1/30/2018
System for drying and torrefaction	13953073	7/29/2013	9273263	3/1/2016
Apparatus and method for the treatment of biosolids: Biblio Data Only	14061182	10/23/2013	8840782	9/23/2014
Method for the pyrolytic extraction of hydrocarbon from oil shale	13678059	11/15/2012	8784649	7/22/2014
Apparatus and method for the treatment of biosolids	14061161	10/23/2013	8726538	5/20/2014
Apparatus and method for the treatment of biosolids	13900167	5/22/2013	8677647	3/25/2014
System for drying and torrefaction	13560128	7/27/2012	8549769	10/8/2013
Apparatus and method for continuous lyophilization	12950336	11/19/2010	8528225	9/10/2013
Apparatus and method for the treatment of biosolids	13480732	5/25/2012	8464437	6/18/2013
Method for the pyrolytic extraction of hydrocarbon from oil shale	12589394	10/22/2009	8435404	5/7/2013
Method for drying and torrefaction	13312446	12/6/2011	8266821	9/18/2012
System for drying and torrefaction	13312428	12/6/2011	8266812	9/18/2012

PATENT**RECORDED: 06/06/2022****REEL: 060109 FRAME: 0284**