

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7395324

|   |   |                       |
|---|---|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | FIRST LIEN SECURITY AGREEMENT                         |                       |
| <b>SEQUENCE:</b>  | 1   |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |
|   | <b>Name</b>   | <b>Execution Date</b> |
|   | HMD SEAL/LESS PUMPS LIMITED                           | 06/22/2022            |
| <b>RECEIVING PARTY DATA</b>   |   |                       |
| <b>Name:</b>  | MORGAN STANLEY SENIOR FUNDING, INC.                   |                       |
| <b>Street Address:</b>  | 1585 BROADWAY   |                       |
| <b>City:</b>  | NEW YORK  |                       |
| <b>State/Country:</b>   | NEW YORK  |                       |
| <b>Postal Code:</b>   | 10036   |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |
|   | <b>Property Type</b>                                  | <b>Number</b>         |
|   | <b>Application Number:</b>                            | 16785120              |
|   | <b>Application Number:</b>                            | 17429294              |
| <b>CORRESPONDENCE DATA</b>  |   |                       |
| <b>Fax Number:</b>  | (800)914-4240   |                       |
| <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> |   |                       |
| <b>Phone:</b>   | 800-713-0755  |                       |
| <b>Email:</b>   | Michael.Violet@wolterskluwer.com, ECarrera@cahill.com |                       |
| <b>Correspondent Name:</b>  | CT CORPORATION  |                       |
| <b>Address Line 1:</b>  | 4400 EASTON COMMONS WAY                               |                       |
| <b>Address Line 2:</b>  | SUITE 125   |                       |
| <b>Address Line 4:</b>  | COLUMBUS, OHIO 43219                                  |                       |
| <b>NAME OF SUBMITTER:</b>   | ELAINE CARRERA  |                       |
| <b>SIGNATURE:</b>   | /Elaine Carrera/                                      |                       |
| <b>DATE SIGNED:</b>   | 06/22/2022  |                       |
| <b>Total Attachments: 6</b>   |   |                       |
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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)**

HMD SEAL/LESS PUMPS LIMITED

**2. Name and address of receiving party(ies)**

Name: MORGAN STANLEY SENIOR FUNDING, INC.

Internal Address: \_\_\_\_\_

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

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

Execution Date(s) June 22, 2022

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other First Lien Security Agreement

Street Address: 1585 Broadway

City: New York

State: NY

Country: USA Zip: 10036

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

**4. Application or patent number(s):**

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

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 2**

**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:** Elaine Carrera  
Signature

June 22, 2022

Date

Elaine Carrera  
Name of Person Signing

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

6

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

PATENT SECURITY AGREEMENT, dated as of June 22, 2022 (this "Agreement"), among HMD SEAL/LESS PUMPS LIMITED (the "Grantor") and MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is hereby made to that certain Credit Agreement, dated as of March 17, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among STAR UK HOLDCO LIMITED, a private limited company organized under the laws of England and Wales ("Holdings"), STAR UK MIDCO LIMITED, a private limited company organized under the laws of England and Wales ("Midco"), STAR US BIDCO LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of March 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Holdings, Midco, the Borrower, the Grantors from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Patent Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to all Patents, including those listed on Schedule I attached hereto (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent on behalf of the Secured Parties shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

*[Remainder of Page Intentionally Left Blank]*

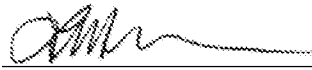
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HMD SEAL/LESS PUMPS LIMITED, as  
Grantor

By C. Barton  
Name: Claire Barton  
Title: Director

[Signature Page to Patent Security Agreement]

MORGAN STANLEY SENIOR FUNDING,  
INC., as Collateral Agent

By:   
Name: Lisa Hanson  
Title: Executive Director

Schedule I

United States Issued and Applied-For Patents

| Title                                     | Application No. | Filing Date | Patent No. | Issue Date |
|---|-----------------|-------------|------------|------------|
| CONTAINMENT<br>SHELL FOR<br>MAGNETIC PUMP | 16/785,120      | 2/7/2020    | Pending    |            |
| MAGNETIC PUMP                             | 17/429,294      | 8/6/2021    | Pending    |            |

[Schedule I to Patent Security Agreement]