## 507397326 07/21/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7444252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
ADVANCED MANUFACTURING CONTROL SYSTEMS LIMITED	07/06/2022

#### **RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST (LONDON) LIMITED	
Street Address:	THIRD FLOOR, 1 KING'S ARMS YARD	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EX2R 7AF	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	9396453
Patent Number:	9586756

#### **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.

**Phone:** 800-494-5225

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Correspondent Name: STEWART WALSH

Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1743159
NAME OF SUBMITTER:	NADIN MUKHTAR
SIGNATURE:	/Nadin Mukhtar/
DATE SIGNED:	07/21/2022

## **Total Attachments: 5**

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PATENT 507397326 REEL: 060580 FRAME: 0001

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PATENT REEL: 060580 FRAME: 0002

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Patent Security Agreement"), dated as of July 6, 2022, is made by and between ADVANCED MANUFACTURING CONTROL SYSTEMS LIMITED, an Irish company (the "Grantor") in favor of WILMINGTON TRUST (LONDON) LIMITED (the "Security Agent"), as security agent for the secured parties under the Debenture.

WHEREAS, the Grantor is a party to the Debenture dated August 5, 2021 (as amended, the "**Debenture**") among AMCS Bidco Limited, the Security Agent and the other parties thereto.

WHEREAS, under the terms of the Debenture, the Grantor has assigned to the Security Agent a continuing security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement for recording with the United States Patent and Trademark Office.

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

- 1. <u>Grant of Security</u>. The Grantor hereby pledges and grants to the Security Agent a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**Patent Collateral**"):
  - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");
  - (b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. The Grantor authorizes the Commissioner for Patents to record and register this Patent Security Agreement upon request by the Security Agent.
- 3. <u>Loan Documents</u>. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Debenture, which is hereby incorporated by reference. The rights and remedies of the Security Agent with respect to the Patent Collateral are as provided by the

PATENT REEL: 060580 FRAME: 0003 Debenture and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

- 4. <u>Execution in Counterparts</u>. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.
- 5. <u>Successors and Assigns</u>. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Patent Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

# ADVANCED MANUFACTURING CONTROL SYSTEMS LIMITED

By:	Conor Curley		
Nam	e: Conor	Curley	

Title: CFO

Address for Notices: Block C, City East Plaza,

Ballysimon, Co., Limerick

AGREED TO AND ACCEPTED:

WILMINGTON TRUST (LONDON) LIMITED, as Security Agent

By:			
Nama			

Name: Title:

Address for Notices: Third Floor, 1 King's

Arms Yard, London, EX2R 7AF

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

ADVANCED MANUFACTURING
CONTROL SYSTEMS LIMITED

By:	
Name:	
Title:	
Address for Notices: Block C	City Fact Plaza

Address for Notices: Block C, City East Plaza, Ballysimon, Co., Limerick

AGREED TO AND ACCEPTED:

WILMINGTON TRUST (LONDON) LIMITED, as Security Agent

By: Keith Reader

Name: Keith Reader
Title: Authorised Signatory

Address for Notices: Third Floor, 1 King's

Arms Yard, London, EX2R 7AF

# **SCHEDULE 1**

## **PATENTS**

Title	Patent Number	Issue Date
WASTE MANAGEMENT SYSTEM FOR ASSOCIATING REFUSE BINS TO CORRESPONDING USERS	9,396,453 B2	July 19, 2016
WEIGHING SYSTEM FOR A FRONT-END- LOADING WASTE-HAULING VEHICLE	9,586,756 B2	March 7, 2017

**RECORDED: 07/21/2022** 

**PATENT REEL: 060580 FRAME: 0007**