

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7536165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AGS AUTOMOTIVE SOLUTIONS HOLDINGS LLC	07/11/2022
AGS COMPANY AUTOMOTIVE SOLUTIONS LLC	07/11/2022
AGS I-PROP, LLC	07/11/2022
LIFETIME LINES LLC	07/11/2022
RECEIVING PARTY DATA	
Name:	MUZINICH BDC, INC.
Street Address:	450 PARK AVENUE, 18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 24	
Property Type	Number
Patent Number:	9492857
Patent Number:	10850319
Patent Number:	9470347
Patent Number:	D707514
Patent Number:	D744306
Patent Number:	9657877
Patent Number:	10054249
Patent Number:	10053265
Patent Number:	D768006
Patent Number:	D818372
Patent Number:	D887280
Patent Number:	11072018
Patent Number:	10293986
Patent Number:	D913805
Patent Number:	6905075
Patent Number:	8061563
Patent Number:	8069992

Property Type	Number
Patent Number:	7918352
Patent Number:	8376183
Patent Number:	8418812
Patent Number:	9303539
Patent Number:	9010222
Patent Number:	9194517
Patent Number:	9897238

CORRESPONDENCE DATA

Fax Number: (404)443-5599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: CAROL FRASER, PARALEGAL

Address Line 1: 1230 PEACHTREE STREET, SUITE 2100

Address Line 2: MCGUIREWOODS LLP

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER: MUZINICH/AGS-2079439.0007

NAME OF SUBMITTER: CAROL FRASER

SIGNATURE: //Carol Fraser//

DATE SIGNED: 09/13/2022

Total Attachments: 18

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE “INTERCREDITOR AGREEMENT”) DATED AS OF JULY 11, 2022 AMONG AGS COMPANY AUTOMOTIVE SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE “COMPANY”), THE OTHER LOAN PARTIES PARTY THERETO, THE SECURED PARTY (AS DEFINED BELOW) AND JPMORGAN CHASE BANK, N.A. (“SENIOR CREDITOR”), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE LOAN PARTIES PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF NOVEMBER 17, 2016 AMONG THE COMPANY, THE OTHER LOAN PARTIES, AND SENIOR CREDITOR, AND THE OTHER SENIOR LOAN DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AS SUCH CREDIT AGREEMENT AND SUCH SENIOR LOAN DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS, IN EACH CASE TO THE EXTENT PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of July 11, 2022 (this “Agreement”), is made by each of the undersigned (each, a “Grantor”), in favor of Muzinich BDC, Inc. (the “Secured Party” and, together with the Grantors, the “Parties” and each, a “Party”).

Each Grantor is party to the Second Lien Security Agreement dated as of July 11, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by each Grantor in favor of the Secured Party pursuant to which each Grantor granted a security interest to the Secured Party in certain of its assets.

Each Grantor is executing and delivering this Agreement for recording with national, federal and state governmental authorities, including the United States Patent and Trademark Office and/or the United States Copyright Office.

In consideration of the foregoing and the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Confirmation of Security Interest. Each Grantor confirms that, pursuant to the Security Agreement, it granted to the Secured Party a security interest in all of its right, title and interest in, to and under all of the property described therein, whether now existing or hereafter from time to time acquired and wherever located, including the items listed on Schedule 1, Schedule 2 and Schedule 3 and all proceeds, supporting obligations and products of any of the

foregoing and all collateral security and guarantees given by any person or entity with respect to any of the foregoing.

2. Acknowledgement. Each Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the property described in Section 1 are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement control. The Security Agreement (and all rights and remedies of the Secured Party thereunder) remains in full force and effect in accordance with its terms.

3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of a security interest with national, federal and state governmental authorities, including the United States Patent and Trademark Office and/or the United States Copyright Office. Each Grantor authorizes any government officials to record and register this Agreement upon request by the Secured Party.

4. Authorization to Supplement. Each Grantor authorizes the Secured Party to unilaterally modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any registrations of and applications for registration or issuance for each Grantor's Patents, Trademarks or Copyrights (each as defined in the Security Agreement) not previously set forth on such schedules and that are otherwise covered by the Security Agreement. Notwithstanding the foregoing, no failure to modify this Agreement or amend Schedule 1, Schedule 2 or Schedule 3 in any way affects, invalidates or detracts from the Secured Party's continuing security interest in any property described in Section 1, whether or not listed on Schedule 1, Schedule 2 or Schedule 3.

5. Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, may be construed to confer upon any person or entity (other than the parties hereto, their respective successors and permitted assigns) any legal or equitable right, remedy or claim under or by reason of this Agreement.

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

(Signature page(s) follow)

The Parties have executed and delivered this Agreement as of the date first above written.

**AGS AUTOMOTIVE SOLUTIONS
HOLDINGS LLC**

By: 

Name: Logan D. Pitts

Title: Manager and President

**AGS COMPANY AUTOMOTIVE SOLUTIONS
LLC**

AGS I-PROP, LLC

LIFETIME LINES LLC

By: 

Name: Logan D. Pitts

Title: Chief Executive Officer

MUZINICH BDC, INC.

By: _____

Name: Jeffery Youle

Title: Chief Executive Officer

MUZINICH/AGS
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

PATENT
REEL: 061432 FRAME: 0264

The Parties have executed and delivered this Agreement as of the date first above written.

**AGS AUTOMOTIVE SOLUTIONS
HOLDINGS LLC**

By: _____
Name: Logan D. Pitts
Title: Manager and President

**AGS COMPANY AUTOMOTIVE SOLUTIONS
LLC**

AGS I-PROP, LLC

LIFETIME LINES LLC

By: _____
Name: Logan D. Pitts
Title: Chief Executive Officer

MUZINICH BDC, INC.

By:  _____
Name: Jeffery Youle
Title: Chief Executive Officer

SCHEDULE 1**Patents/Patent Applications**

<u>Title</u>	<u>City</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Owner</u>
TOOL FOR COUPLING FLUID LINES	MX	MX/a/2016/012815	10/17/2012			AMERICAN GREASE STICK COMPANY
HAND HELD FLARING TOOL	US	13/813,471	8/3/2011	9,492,857	11/15/2016	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
HAND HELD FLARING TOOL	US	15/348,081	11/10/2016	10,850,319	12/1/2020	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
FLUID LINE CONNECTOR	US	13/487,509	6/4/2012	9,470,347	10/18/2016	AGS I-PROP, LLC
TRIGGER FOR PLIERS	US	29/424,807	6/15/2012	D707,514	6/24/2014	AGS I-PROP, LLC
PLIERS WITH TRIGGER	US	29/484,437	3/10/2014	D744,306	12/1/2015	AGS I-PROP, LLC
TUBE COUPLING DEVICE	US	14/447,658	7/31/2014	9,657,877	5/23/2017	AGS I-PROP, LLC
UNIVERSAL TUBE FITTING ADAPTABLE FOR DIFFERENT SIZED TUBES	US	14/807,012	7/23/2015	10,054,249	8/21/2018	AGS I-PROP, LLC
PACKETS WITH INTEGRAL CONNECTOR	US	14/955,531	12/1/2015	10,053,265	8/21/2018	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC

<u>Title</u>	<u>City</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Owner</u>
PACKET WITH INTEGRAL CONNECTOR TAB	US	29/521,285	3/23/2015	D768,006	10/4/2016	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
PACKET WITH INTEGRAL CONNECTOR TAB	US	29/578,223	9/20/2016	D818,372	5/22/2018	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
PACKET WITH INTEGRAL CONNECTOR TAB	US	29/648,322	5/21/2018	D887,280	6/16/2020	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
HAND HELD FLARING TOOL	US	15/972,574	5/7/2018	11,072,018	7/27/2021	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
DISPLAY SYSTEM WITH PACKETS HAVING INTEGRAL CONNECTORS	US	16/104,965	8/20/2018	10,293,986	5/21/2019	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
PACKET WITH INTEGRAL CONNECTOR TAB	US	29/652,208	6/11/2020	D913,805	3/23/2021	AGS COMPANY AUTOMOTIVE SOLUTIONS LLC
PACKAGE WITH APERTURE THROUGH PRODUCT CODE	US	10/709,909	6/4/2004	6,905,075	6/14/2005	AGS I-PROP LLC
FLEXIBLE POUCH WITH EXPULSION AID	US	11/754,650	5/29/2007	8,061,563	11/22/2011	AGS I-PROP, LLC

<u>Title</u>	<u>City</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Owner</u>
ANGLED PACKAGE AND DISPLAY SYSTEM	US	13/014,911	1/27/2011	8,069,992	12/6/2011	AGS I-PROP, LLC
ANGLED PACKAGE AND DISPLAY SYSTEM	US	11/876,327	10/22/2007	7,918,352	4/5/2011	AGS I-PROP, LLC
FLUID DISPENSER HAVING MULTIPLE CHAMBERS	US	12/468,521	5/19/2009	8,376,183	2/19/2013	AGS I-PROP, LLC
RIBBED DRAIN PLUG	US	12/856,731	8/16/2010	8,418,812	4/16/2013	AGS I-PROP, LLC
UNIVERSAL DRAIN PLUG SYSTEM AND METHOD	US	13/908,492	6/3/2013	9,303,539	4/5/2016	AGS I-PROP, LLC
ADJUSTABLE GRIPPING TOOL	US	13/755,094	1/31/2013	9,010,222	4/21/2015	AGS I-PROP, LLC
ADJUSTABLE GRIPPING TOOL	EPC	13153804.3	2/4/2013			AGS I-PROP, LLC
TUBE SPLICING DEVICE	US	13/851,196	3/27/2013	9,194,517	11/24/2015	AGS I-PROP, LLC
TUBE SPLICING DEVICE	EPC	13767526	3/27/2013			AGS I-PROP, LLC
TUBE SPLICING DEVICE	CA	2,866,422	3/27/2013			AGS I-PROP, LLC
TUBE COUPLING DEVICE	US	14/470,250	8/27/2014	9,897,238	2/20/18	AGS I-PROP, LLC
UNIVERSAL TUBE FITTING ADAPTABLE FOR	PCT	PCT/US2015/041695	7/23/2015			AGS I-PROP, LLC

<u>Title</u>	<u>City</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Owner</u>
DIFFERENT SIZED TUBES						

SCHEDULE 2

Trademark Registrations/Applications

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
RUGLYDE	CA	175783	6/7/1939	UCA11694	6/7/1939	American Grease Stick Company
DOOR-EASE	CA	0156371	2/11/1932	TMDA53918	2/23/1932	American Grease Stick Company
LOCK-EASE	CA	0311395	2/29/1968	TMA161506	3/7/1969	American Grease Stick Company
SIL-GLYDE	CA	0303351	3/11/1967	TMA154307	11/24/1967	American Grease Stick Company
SIL-GLYDE (Block Print)	SE	198203273	5/24/1982	185716	3/11/1983	American Grease Stick Company
AGS (PLAIN BLOCK)	MX	0155043	11/23/1992	433690	4/29/1993	American Grease Stick Company
POLY ARMOUR	CA	1229826	9/3/2004	TMA653609	11/25/2005	American Grease Stick Company
FLAREFORCE	CA	1711458	1/19/2015	TMA1041031	7/12/2019	American Grease Stick Company
FLAREFORCE	EU	013696761	1/30/2015	013696761	7/7/2015	AGS Company Automotive Solutions LLC

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
SPLICE-LOK	CA	1563258	2/8/2012	TMA853251	6/12/2013	American Grease Stick Company
KLEDGE-LOK	CA	1647600	10/11/2013	TMA947134	8/23/2016	American Grease Stick Company
KLEDGE-LOK	EU	012259164	10/28/2013	012259164	3/28/2014	AGS Company Automotive Solutions LLC
KLEDGE-LOKR	EU	012259214	10/28/2013	012259214	3/28/2014	AGS Company Automotive Solutions LLC
FLEXX-FIT	CA	1717188	2/27/2015	TMA1003332	8/22/2018	American Grease Stick Company
AGS AUTOMOTIVE SOLUTIONS & Design	EU	017643099	12/22/2017	17643099	7/13/2018	AGS Company Automotive Solutions LLC
RUGLYDE & Design	US	71/413,881	12/15/1938	366,882	5/2/1939	AGS Company Automotive Solutions LLC
RUGLYDE & Design	US	72/094,643	4/8/1960	709,149	12/27/1960	AGS Company Automotive Solutions LLC

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
DOOR-EASE (Stylized)	US	71/582,263	7/21/1949	533,714	11/21/1950	AGS Company Automotive Solutions LLC
LOCK EASE & Design	US	71/647,468	5/22/1953	586,597	3/9/1954	AGS Company Automotive Solutions LLC
CUT-EASE (PLAIN BLOCK)	US	72/045,843	2/14/1958	670,500	12/2/1958	AGS Company Automotive Solutions LLC
SIL-GLYDE (Plain Block)	US	72/036,497	8/30/1957	681,697	7/14/1959	AGS Company Automotive Solutions LLC
KABLE-EASE	US	72/131,646	11/9/1961	737,420	9/11/1962	AGS Company Automotive Solutions LLC
LITH-EASE	US	72/249,613	7/6/1966	820,603	12/20/1966	AGS Company Automotive Solutions LLC

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
ZIPPER-EASE (Plain Block)	US	72/454,483	4/13/1973	993,649	9/24/1974	AGS Company Automotive Solutions LLC
DRILL-EASE (Plain Block)	US	73/348,507	2/3/1982	1,253,538	10/11/1983	AGS Company Automotive Solutions LLC
AGS & Design	US	73/598,856	5/15/1986	1,449,197	7/28/1987	AGS Company Automotive Solutions LLC
AGS & Design	US	74/571,026	9/8/1994	2,045,293	3/18/1997	AGS Company Automotive Solutions LLC
AGS (Plain Block)	US	73/738,398	7/6/1988	1,526,734	2/28/1989	AGS Company Automotive Solutions LLC
BELT-EASE (Plain Block)	US	74/179,237	6/24/1991	1,707,708	8/18/1992	AGS Company Automotive Solutions LLC

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
THREAD-MAGIC (Plain Block)	US	74/681,361	5/22/1995	2,029,293	1/7/1997	AGS Company Automotive Solutions LLC
POLY ARMOUR	US	86/033,918	8/9/2013	4,517,461	4/22/2014	AGS Company Automotive Solutions LLC
NICOPP	US	77/301,447	10/11/2007	3,481,973	8/5/2008	AGS Company Automotive Solutions LLC
FLEXFORCE	US	77/334,061	11/20/2007	3,702,278	10/27/2009	AGS Company Automotive Solutions LLC
EZ BEND	US	77/611,954	11/11/2008	4,096,497	2/7/2012	AGS Company Automotive Solutions LLC
ACCU-FIT	US	85/046,535	5/24/2010	4,088,601	1/17/2012	AGS Company Automotive Solutions LLC

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
FLAREFORCE	US	86/426,656	10/17/2014	4,871,788	12/15/2015	AGS Company Automotive Solutions LLC
SPLICE-LOK	US	85/416,636	9/7/2011	4,251,130	11/27/2012	AGS Company Automotive Solutions LLC
CERAMI-GLYDE	US	85/477,777	11/21/2011	4,269,531	1/1/2013	AGS Company Automotive Solutions LLC
KLEDGE-LOK	US	85/953,359	6/7/2013	4,614,671	9/30/2014	AGS Company Automotive Solutions LLC
FLEX-FIT	US	86/454,818	11/14/2014	4,896,366	2/2/2016	AGS Company Automotive Solutions LLC
AGS AUTOMOTIVE SOLUTIONS & Design	US	87/501,535	6/22/2017	5,722,940	4/9/2019	AGS Company Automotive Solutions LLC

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
EZ-FIT & Design	US	87/769,913	1/25/2018	5,707,390	3/26/2019	AGS Company Automotive Solutions LLC
EZ-FIT	US	87/769,906	1/25/2018	5,707,389	3/26/2019	AGS Company Automotive Solutions LLC
4LIFETIMELINE S	US	87/824,382	3/7/2018	5,603,351	11/6/2018	LIFETIME LINES LLC
4LIFETIMELINE S logo	US	87/866,308	4/6/2018	5,603,366	11/6/2018	LIFETIME LINES LLC
4LTL logo	US	87/866,326	4/6/2018	5,603,367	11/6/2018	LIFETIME LINES LLC
EZ-FIT & Design	CA	1911211	7/24/2018			AGS Company Automotive Solutions LLC
EZ-FIT & Design	MX	2079153	7/24/2018	1931951	10/1/2018	AGS Company Automotive Solutions LLC
EZ-FIT	CA	1911210	7/24/2018			AGS Company Automotive Solutions LLC

<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
EZ-FIT	MX	2079157	7/24/2018	1931953	10/1/2018	AGS Company Automotive Solutions LLC
EZ-FIT	MX	2079158	7/24/2018	1931954	10/1/2018	AGS Company Automotive Solutions LLC
EZ-FIT & Design	MX	2079154	7/24/2018	1931952	10/1/2018	AGS Company Automotive Solutions LLC
4LIFETIMELINE S	CA	1918847	9/7/2018	TMA1096997	3/25/2021	LIFETIME LINES LLC
4LIFETIMELINE S logo	CA	1918848	9/7/2018	TMA1096998	3/25/2021	LIFETIME LINES LLC
4LTL logo	CA	1918849	9/7/2018	TMA1096999	3/25/2021	LIFETIME LINES LLC
4LIFETIMELINE S	MX	2097218	9/7/2018	1947486	11/16/2018	LIFETIME LINES LLC
4LIFETIMELINE S logo	MX	2097220	9/7/2018	1947487	11/16/2018	LIFETIME LINES LLC
4LTL logo	MX	2097216	9/7/2018	1947485	11/16/2018	LIFETIME LINES LLC
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<u>Mark</u>	<u>Ctry</u>	<u>Application #</u>	<u>File Date</u>	<u>Registration #</u>	<u>Reg Date</u>	<u>Owner</u>
FLAREFORCE	GB	013696761	1/30/2015	UK00913696761	7/7/2015	AGS Company Automotive Solutions LLC
KLEDGE-LOK	GB	012259164	10/28/2013	UK00912259164	3/28/2014	AGS Company Automotive Solutions LLC
KLEDGE-LOKR	GB	012259214	10/28/2013	UK00912259214	3/28/2014	AGS Company Automotive Solutions LLC
AGS AUTOMOTIVE SOLUTIONS & Design	GB	017643099	12/22/2017	UK00917643099	7/13/2018	AGS Company Automotive Solutions LLC
AGS CO. AUTOMOTIVE SOLUTIONS & Design (Black and White)	US	97/481,623	6/29/2022			AGS Company Automotive Solutions LLC
4LIFETIME	US	97/481,601	6/29/2022			Lifetime Lines LLC

SCHEDULE 3

Copyright Registrations/Applications

None.

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PATENT

REEL: 061432 FRAME: 0279

RECORDED: 09/13/2022