

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7537008

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (ABL)	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOLENIS TECHNOLOGIES, L.P.	09/09/2022
	INNOVATIVE WATER CARE, LLC	09/09/2022
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A, AS COLLATERAL AGENT	
Street Address:	3455 PEACHTREE ROAD NE	
Internal Address:	12TH FLOOR MAILCODE GA7-024-12-05	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30326	
PROPERTY NUMBERS Total: 48		
Property Type	Number	
Patent Number:	6906133	
Patent Number:	6908983	
Patent Number:	7909892	
Patent Number:	7763664	
Patent Number:	8133543	
Patent Number:	8337665	
Patent Number:	7951265	
Patent Number:	7847073	
Patent Number:	8029647	
Patent Number:	7943713	
Patent Number:	8349134	
Patent Number:	8152962	
Patent Number:	8778139	
Patent Number:	7998314	
Patent Number:	7976586	
Patent Number:	8093179	
Patent Number:	8262859	

Property Type	Number
Patent Number:	8088251
Patent Number:	8153406
Patent Number:	9434969
Patent Number:	8382948
Patent Number:	8404083
Patent Number:	8668747
Patent Number:	8506653
Patent Number:	8926797
Patent Number:	8920606
Patent Number:	11365515
Patent Number:	11306441
Patent Number:	11203838
Application Number:	16757477
Patent Number:	11293143
Application Number:	17201186
Application Number:	17276242
Application Number:	17276247
Application Number:	17312451
Application Number:	17316951
Application Number:	17447970
Application Number:	17646896
Application Number:	17647861
Application Number:	17652116
Application Number:	14261679
Application Number:	17216789
Application Number:	17243835
Application Number:	17304579
Application Number:	17353890
Application Number:	17502840
Application Number:	63154685
Application Number:	63248084

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 18007130755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	DORIS KA
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	09/14/2022
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Total Attachments: 8

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ABL PATENT SECURITY AGREEMENT

ABL PATENT SECURITY AGREEMENT, dated as of September 9, 2022, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain U.S. ABL Security Agreement, dated as of November 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this ABL Patent Security Agreement (this “Patent Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, “Patent Collateral”):

(a) Patents of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral); and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts; Etc. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.23 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]


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

Very truly yours,

SOLENIS TECHNOLOGIES, L.P.

By: 


Name: Mary Ann Sigler

Title: Vice President 

INNOVATIVE WATER CARE, LLC

By: 

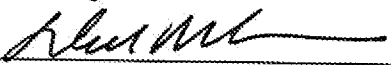
Name: Mary Ann Sigler

Title: Vice President and Treasurer 

[Patent Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: David Molinario

Title: Senior Vice President

United States Intellectual Property
Patents

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Solenis Technologies, L.P.	Polyalkyldiallylamine-epihalohydrin resins as wet strength additives for papermaking and process for making the same	10336468	01/03/2003	6906133	06/14/2005
2.	Solenis Technologies, L.P.	Synthesis of high solids resins from amine terminated polyamides	10404940	04/01/2003	6908983	06/21/2005
3.	Solenis Technologies, L.P.	Aqueous dye solutions	10502697	07/26/2004	7909892	03/22/2011
4.	Solenis Technologies, L.P.	Defoaming agent and/or deaerator for aqueous media tending to foam	10519405	01/05/2005	7763664	07/27/2010
5.	Solenis Technologies, L.P.	Method for improving printability on paper or paper products with the aid of ink-jet printing method	10554286	10/25/2005	8133543	03/13/2012
6.	Solenis Technologies, L.P.	Method for producing paper, paperboard and cardboard	10590933	08/28/2006	8337665	12/25/2012
7.	Solenis Technologies, L.P.	Aqueous slurries of finely divided fillers, their preparation and their use for the production of filler-containing papers	11082904	03/18/2005	7951265	05/31/2011
8.	Solenis Technologies, L.P.	Method for producing a liquid formulation of salts of sulphonic-acid azo dyes	11569263	11/17/2006	7847073	12/07/2010
9.	Solenis Technologies, L.P.	Method for the production of paper, paperboard and cardboard	11574677	03/05/2007	8029647	10/04/2011
10.	Solenis Technologies, L.P.	Polymeric boronic acid derivatives and their use for papermaking	11658761	01/29/2007	7943713	05/17/2011
11.	Solenis Technologies, L.P.	Method for producing high dry strength paper, paperboard or cardboard	11719826	05/21/2007	8349134	01/08/2013
12.	Solenis Technologies, L.P.	Method for producing paper with a high substance weight	11720814	06/04/2007	8152962	04/10/2012
13.	Solenis Technologies, L.P.	Papers with a high filler material content and high dry strength	11721929	06/15/2007	8778139	07/15/2014
14.	Solenis Technologies, L.P.	Method for the production of paper, cardboard and card	11722468	06/21/2007	7998314	08/16/2011
15.	Solenis Technologies, L.P.	1-phenoxy-2-propanol as a formulating aid for dyes	11919102	10/23/2007	7976586	07/12/2011

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
16.	Solenis Technologies, L.P.	Stable aqueous dispersions of colour developer	11989166	01/22/2008	8093179	01/10/2012
17.	Solenis Technologies, L.P.	Glyoxalated N-vinylamine	12290465	10/31/2008	8262859	09/11/2012
18.	Solenis Technologies, L.P.	Method for the production of paper, paperboard and cardboard	12445590	04/15/2009	8088251	01/03/2012
19.	Solenis Technologies, L.P.	Microorganism	12499362	07/08/2009	8153406	04/10/2012
20.	Solenis Technologies, L.P.	Manufacture of amides	12879558	09/10/2010	9434969	09/06/2016
21.	Solenis Technologies, L.P.	Production of paper	12996688	12/07/2010	8382948	02/26/2013
22.	Solenis Technologies, L.P.	Process for increasing the dry strength of paper, board and cardboard	13058217	02/09/2011	8404083	03/26/2013
23.	Solenis Technologies, L.P.	Aqueous dye dispersions	13144145	08/12/2011	8668747	03/11/2014
24.	Solenis Technologies, L.P.	Aqueous direct dye formulations	13202127	09/30/2011	8506653	08/13/2013
25.	Solenis Technologies, L.P.	Method for increasing the dry strength of paper, paperboard, and cardboard	13376509	12/06/2011	8926797	01/06/2015
26.	Solenis Technologies, L.P.	Preparation of Polyvinylamide Cellulose Reactive Adducts	13707491	12/06/2012	8920606	12/30/2014
27.	Solenis Technologies, L.P.	Foam assisted application of strength additives to paper products	16226891	12/20/2018	11365515	06/21/2022
28.	Solenis Technologies, L.P.	Composition comprising cross-linked anionic, organic polymeric microparticles, its preparation and use in paper and paperboard making processes	16644183	03/04/2020	11306441	04/19/2022
29.	Solenis Technologies, L.P.	Method for manufacturing paper or cardboard	16754838	04/09/2020	11203838	12/21/2021
30.	Solenis Technologies, L.P.	Method for producing multi-layer paper	16757477	04/20/2020		
31.	Solenis Technologies, L.P.	Method for producing single-layer or multi-layer paper	16757525	04/20/2020	11293143	04/05/2022
32.	Solenis Technologies, L.P.	Adhesive with protein	17201186	03/15/2021		
33.	Solenis Technologies, L.P.	Method for producing paper or cardboard	17276242	03/15/2021		
34.	Solenis Technologies, L.P.	Method for the hydrolysis of a polymer	17276247	03/15/2021		
35.	Solenis Technologies, L.P.	Composition and method for the dewatering of aqueous suspensions	17312451	06/10/2021		

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
36.	Solenis Technologies, L.P.	Composition and method for the dewatering of aqueous suspensions	17316951	05/11/2021		
37.	Solenis Technologies, L.P.	Compositions and methods for extracting biological material from sugar-bearing plants	17447970	09/17/2021		
38.	Solenis Technologies, L.P.	Aqueous glyoxalated polyacrylamide composition	17646896	01/04/2022		
39.	Solenis Technologies, L.P.	Treated substrates and methods of producing the same	17647861	01/13/2022		
40.	Solenis Technologies, L.P.	Compositions and methods for sensitizing heat media	17652116	02/23/2022		
41.	Innovative Water Care, LLC	Method and Kit For Treating Recreational Water	14261679	04/25/2014	10118849	11/06/2018
42.	Innovative Water Care, LLC	MMethod of improving gold recovery in a cyanide leaching circuit	17216789	03/30/2021		
43.	Innovative Water Care, LLC	Method and apparatus for controlling the production of a haloamine biocide	17243835	04/29/2021		
44.	Innovative Water Care, LLC	Reversible cross-linking system for polyvinylamines	17304579	06/23/2021		
45.	Innovative Water Care, LLC	Compositions and methods for improving adhesion of an image to a treated substrate	17353890	06/22/2021		
46.	Innovative Water Care, LLC	Chlorinating skimmer basket	17502840	10/15/2021		
47.	Innovative Water Care, LLC	Compositions and methods for sensitizing heat media	63154685	02/27/2021		
48.	Innovative Water Care, LLC	Chemical dispenser	63248084	09/24/2021		