

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7678537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SOMERSET ENERGY HOLDINGS LIMITED	05/13/2022
SOMERSET INTERNATIONAL, INC.	05/13/2022
ENVIRONMENTAL SOLUTIONS, INC.	05/13/2022
SOMERSET IPCO, LLC	05/13/2022
ROXMON LIMITED	05/13/2022
SOMERSET INTERNATIONAL IPCO LIMITED PARTNERSHIP	05/13/2022

RECEIVING PARTY DATA

Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	214 NORTH TRYON STREET - 27TH FLOOR
Internal Address:	CN-NC-H27Q
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202-1078

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6033562
Patent Number:	11155482
Patent Number:	10358351
Patent Number:	10807870
Application Number:	16090676
Application Number:	62008389
Application Number:	17074561
Application Number:	63075592

CORRESPONDENCE DATA

Fax Number: (212)530-5219

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: 2125305878

Email: dcip@milbank.com, jgarces@milbank.com

PATENT

Correspondent Name:	JOHN GARCES, ESQ.
Address Line 1:	55 HUDSON YARDS
Address Line 2:	MILBANK, LLP
Address Line 4:	NEW YORK, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	32643.00066
--------------------------------	-------------

NAME OF SUBMITTER:	JOHN GARCES
---------------------------	-------------

SIGNATURE:	/John Garces/
-------------------	---------------

DATE SIGNED:	12/06/2022
---------------------	------------

Total Attachments: 6

source=03.1. Somerset - Patent Security Agreement 4892-6702-3903 v.1 4871-5063-1711
v.1-UPDATED#page1.tif

source=03.1. Somerset - Patent Security Agreement 4892-6702-3903 v.1 4871-5063-1711
v.1-UPDATED#page2.tif

source=03.1. Somerset - Patent Security Agreement 4892-6702-3903 v.1 4871-5063-1711
v.1-UPDATED#page3.tif

source=03.1. Somerset - Patent Security Agreement 4892-6702-3903 v.1 4871-5063-1711
v.1-UPDATED#page4.tif

source=03.1. Somerset - Patent Security Agreement 4892-6702-3903 v.1 4871-5063-1711
v.1-UPDATED#page5.tif

source=03.1. Somerset - Patent Security Agreement 4892-6702-3903 v.1 4871-5063-1711
v.1-UPDATED#page6.tif

GRANT OF A SECURITY INTEREST – PATENTS

May 13, 2022

WHEREAS, the grantors listed on the signature pages to the Pledge and Security Agreement (as defined below) (each, a “Grantor” and, collectively, the “Grantors”) hold all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of May 13, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and permitted assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein *mutatis mutandis* by reference as if fully set forth herein.

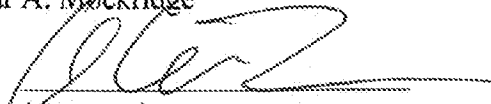
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest - Patents to be duly executed by its officer thereunto duly authorized as of the date first set above.

GRANTORS:

SIGNED AND DELIVERED
for and on behalf of and as the deed of
SOMERSET ENERGY HOLDINGS LIMITED
by its lawfully appointed attorney
Oscar A. Mockridge


(Attorney)


in the presence of:-


(Witness' Signature)

Bedford, NY
(Witness' Address)

ADMINISTRATOR
(Witness' Occupation)

SOMERSET INTERNATIONAL, INC., a
Delaware corporation

By: 
Name: Oscar A. Mockridge
Title: Chief Financial Officer

ENVIRONMENTAL SOLUTIONS, INC., a
Delaware corporation

By: _____
Name: Todd Eisenbud
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest - Patents to be duly executed by its officer thereunto duly authorized as of the date first set above.

GRANTORS:

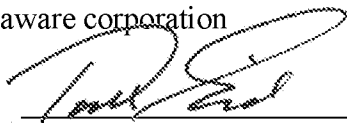
SOMERSET ENERGY HOLDINGS LIMITED, a
private company limited by shares incorporated
under the laws of Ireland with registered number
618887

By: _____
Name: Oscar A. Mockridge
Title: Director

SOMERSET INTERNATIONAL, INC., a
Delaware corporation

By: _____
Name: Oscar A. Mockridge
Title: Chief Financial Officer

ENVIRONMENTAL SOLUTIONS, INC., a
Delaware corporation

By:  _____
Name: Todd Eisenbud
Title: Chief Executive Officer

SOMERSET IPCO, LLC,
a Delaware limited liability company

By: 

Name: Oscar A. Mockridge

Title: Manager

SIGNED AND DELIVERED


for and on behalf of and as the deed of

ROXMON LIMITED


(acting in its capacity as general partner of
SOMERSET INTERNATIONAL IPCO
LIMITED PARTNERSHIP)

by its lawfully appointed attorney

Oscar A. Mockridge


(Attorney)

in the presence of:-


(Witness' Signature)

Bedford, NY
(Witness' Address)

ADMINISTRATOR
(Witness' Occupation)

COLLATERAL AGENT:

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By:



Name: James A. Hanley
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST - PATENTS

Grantor	Title	Country	Serial No.	Patent No.	Status
Environmental Solutions, Inc. d/b/a Somerset Environmental Solutions, Inc.	Apparatus for Aerating Wastewater From Pressurized or Gravity Flow Sources	US	09/141,977	6,033,562	Expired
	Apparatus and Method for Aerating Wastewater	US	15/945188	11,155,482	Patented
	Apparatus and Method for Aerating Wastewater	US	16/090676 US Publication No. 20190337827	N/A	Pending
Somerset IPCo, LLC	Fine Particle Coal, and Systems, Apparatuses and Methods for Collecting and Using the Same	US	N/A	62/008,389	Inactive (Priority Patent Application)
	Fine Particle Coal, and Systems, Apparatuses and Methods for Collecting and Using the Same	US	14/723,697	10,358,351	Patented
	Fine Particle Coal, and Systems, Apparatuses and Methods for Collecting and Using the Same	US	16/518,161	10,807,870	Patented
	Fine Particle Coal, and Systems, Apparatuses and Methods for Collecting and Using the Same	US	17/074,561	N/A	Pending
Somerset International IPCo Limited Partnership	Methods and Systems of Dewatering Tailings	US	63/075,092 63/075/592 MT 12/6/22	N/A	Pending