507626654 12/02/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7673550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
HOOVER MATERIALS HANDLING GROUP, INC.	11/30/2022

RECEIVING PARTY DATA

Name:	RIVERSTONE CREDIT MANAGEMENT LLC		
Street Address:	712 FIFTH AVENUE		
Internal Address:	36TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9903505

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	002165/0022		
NAME OF SUBMITTER: COURTNEY WELSHIMER			
SIGNATURE:	/CW/		
DATE SIGNED:	12/02/2022		

Total Attachments: 5

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PATENT 507626654 REEL: 062043 FRAME: 0355

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PATENT REEL: 062043 FRAME: 0356

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of November 30, 2022, by Hoover Materials Handling Group, Inc., a Delaware corporation (the "Grantor"), in favor of Riverstone Credit Management LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached <u>Schedule A</u>, which patents are issued or applied for in the United States Patent and Trademark Office (the "<u>Patents</u>");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 30, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in and to certain collateral, including, among other property, the Patents (as defined in the Security Agreement), including all 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 (collectively, but excluding any Excluded Property, the "Patent Collateral"), as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and collaterally assign to the Grantee (and its agents and designees) and grant to the Grantee (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in the Patent Collateral, including, without limitation, the Patents listed on Schedule A attached hereto, as collateral security for the payment, performance and observance of all of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does 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 Security 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 Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

1

This Patent Security Agreement (unless expressly provided to the contrary in another Loan Document in respect of such other Loan Document) shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed in the State of New York.

This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer (or any equivalent in the Netherlands) thereunto duly authorized as of the date first set forth above.

HOOVER MATERIALS HANDLING GROUP, INC.

Name: Preston Davis

Title: Chief Financial Officer and Treasurer

[Signature Page to Patent Security Agreement]

ACKNOWLEDGED AND AGREED:

RIVERSTONE CREDIT MANAGEMENT LLC, as Collateral Agent

By:

Name: Daniel Flannery
Title: Managing Director

REEL: 062043 FRAME: 0360

SCHEDULE A TO PATENT SECURITY AGREEMENT

Patents and Patent Applications

	Handling Group, Inc.	Hoover Materials	<u>Company</u>
		USA	Country
Containers	Valves for ISO	Remote Operated	<u>Patent</u>
		9903505	Application or Patent No.
		06/03/2016	<u>Filing Date</u>
		2/27/2018	<u>Issue Date</u>

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RECORDED: 12/02/2022