

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7713429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SANI-MATIC, INC.	12/22/2022
RECEIVING PARTY DATA	
Name:	FIRST MERCHANTS BANK
Street Address:	10333 N. MERIDIAN STREET, SUITE 350
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46290
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10603679
Application Number:	18053803
Application Number:	17810925
CORRESPONDENCE DATA	
Fax Number:	(317)231-7433
<i>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.</i>	
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ATTORNEY DOCKET NUMBER:	18298-94
NAME OF SUBMITTER:	SCOTT M. SIMMONDS
SIGNATURE:	/Scott M. SIMMONDS/
DATE SIGNED:	12/27/2022
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of December 22, 2022, by SANI-MATIC, INC., a Wisconsin corporation ("Grantor"), in favor of FIRST MERCHANTS BANK, in its capacity as Administrative Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Loan Credit Agreement dated as of even date herewith by and among Grantor, SANI-MATIC HOLDINGS, LLC, a Delaware limited liability company, SANI-MATIC ACQUISITION CORP., a Delaware corporation, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of Excluded Property) (collectively, the "Patent Collateral"):

- (a) all of its Patents set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Security Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by

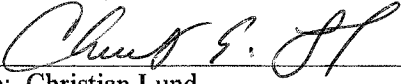
reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Patent Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

4. GOVERNING LAW. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

[signature page follows]

IN WITNESS WHEREOF, 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.

SANI-MATIC, INC.

By: 
Name: Christian Lund
Title: Vice President and Secretary

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK, as Agent

By: 

Name: Andrew Hendricks

Title: Vice President

{Signature Page to Patent Security Agreement}

DMS 24644690.2

PATENT
REEL: 062208 FRAME: 0222

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents and Patent Applications

PATENT	PATENT NUMBER	REGIS. DATE
Hygienic Spray Deflector	10,603,679	11/8/18
Hygienic Process Coupling Assembly Non-Provisional Application	18/053,803	11/9/22 (File Date)
Pill Slat Washer Non-Provisional application	17/810,925	7/6/22 (File Date)

[Signature Page to Patent Security Agreement]

DMS 24644690.3

RECORDED: 12/27/2022

PATENT
REEL: 062208 FRAME: 0223