

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7821172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ENERCON SERVICES, INC.	03/01/2023
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8054932
Patent Number:	8048319
CORRESPONDENCE DATA	
Fax Number:	(704)503-2622
<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>	
Phone:	7045032600
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Correspondent Name:	KING & SPALDING LLP
Address Line 1:	300 S. TRYON ST., STE 1700
Address Line 2:	ATTN: MOIRA SHEEHAN
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	18876.515271
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/s/ Moira Sheehan
DATE SIGNED:	03/01/2023
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

WHEREAS, Enercon Services, Inc., an Oklahoma corporation (the “**Grantor**”) owns, the Patent Collateral (as defined below);

WHEREAS, ESI Purchaser CTB, LLC, a Delaware limited liability company (the “**Borrower**”), ESI Parent CTB, LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of March 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of March 1, 2023, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee, for the benefit of such Secured Parties, a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, in order to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) of the Security Agreement) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent owned by such Grantor and identified in Schedule 1 hereto; and
- (ii) all Proceeds of the foregoing.

This Patent Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Patent Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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 a conflict between the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Patent Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the applicable Grantor, execute and deliver to such Grantor such documents, and take such other actions, as such Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, the Grantor have caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of March, 2023.

ENERCON SERVICES, INC.,
an Oklahoma corporation, as Grantor

By: 
Name: Robert H. Bryan
Title: President

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

PATENT
REEL: 062837 FRAME: 0249

Acknowledged:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: Amanda Berg
Title: Assistant Vice President

[Signature Page to Patent Security Agreement]

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**Schedule 1
to Patent
Security Agreement**

U.S. PATENTS

Title	Country	Appl. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Filter medium for strainers used in nuclear reactor emergency core cooling systems	USA	12/465253	13-May-2009	8054932	08-Nov-2011	[Active]	Enercon Services, Inc.
Filter medium for strainers used in nuclear reactor emergency core cooling systems	USA	12/568327	28-Sep-2009	8048319	01-Nov-2011	[Active]	Enercon Services, Inc.