

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7852966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
VALICOR ENVIRONMENTAL SERVICES, LLC		03/15/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS COLLATERAL AGENT	
<b>Street Address:</b>	720 E. WISCONSIN AVENUE	
<b>City:</b>	MILWAUKEE	
<b>State/Country:</b>	WISCONSIN	
<b>Postal Code:</b>	53202	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	11248892	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	jennifer.bleskin@afslaw.com	
<b>Correspondent Name:</b>	JENNIFER BLESKIN	
<b>Address Line 1:</b>	233 S. WACKER DRIVE, SUITE 7100	
<b>Address Line 2:</b>	ARENTFOX SCHIFF LLP	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606	
<b>NAME OF SUBMITTER:</b>	JENNIFER BLESKIN	
<b>SIGNATURE:</b>	/s/ Jennifer Bleskin	
<b>DATE SIGNED:</b>	03/17/2023	
<b>Total Attachments: 6</b>		
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Patent Security Agreement, the terms of this Patent Security Agreement and the exercise of any right or remedy by the Second Lien Agent (as defined in the Intercreditor Agreement (as defined below)) hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 24, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Antares Capital LP, as the First Lien Agent (as defined in the Intercreditor Agreement), and The Northwestern Mutual Life Insurance Company, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall control.

## **SECOND LIEN PATENT SECURITY AGREEMENT**

This **SECOND LIEN PATENT SECURITY AGREEMENT**, dated as of March 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Patent Security Agreement**"), is made by Valicor Environmental Services, LLC, an Ohio limited liability company ("**Grantor**"), in favor of The Northwestern Mutual Life Insurance Company, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Collateral Agent**").

### **WITNESSETH:**

**WHEREAS**, the Grantor is party to a Second Lien Security Agreement, dated as of July 24, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees 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 respective meanings given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST.**

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"); *provided that*, the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations,

recordings and pending applications in the United States Patent and Trademark Office ("USPTO"), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, all additions thereto, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein;

- (ii) all rights to sue or otherwise recover for past, present and future infringements, dilutions, misappropriations, or other violations thereof;
- (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world.

### **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 for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 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. RECORDATION.**

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

### **SECTION 5. TERMINATION.**

This Patent Security Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Patent Collateral granted herein.

### **SECTION 6. GOVERNING LAW.**

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

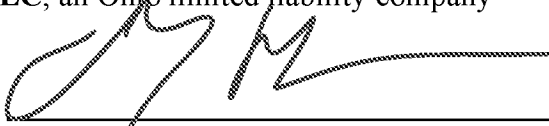
## **SECTION 7. COUNTERPARTS.**

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

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

**VALICOR ENVIRONMENTAL SERVICES,  
LLC**, an Ohio limited liability company

By: \_\_\_\_\_

Name: Steve Hopper

Title: President and Chief Executive Officer

**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY, as**  
Administrative Agent and Collateral Agent

By: Northwestern Mutual Investment  
Management Company, LLC, its  
investment advisor



By: Jeffrey Behring  
Name: Jeffrey Behring  
Its: Managing Director

SCHEDULE A  
to  
PATENT SECURITY AGREEMENT

**PATENTS AND PATENT APPLICATIONS**

Title	App No	Date filed	Status	Reg Number	Grant date	Record owner
System and Method for Deconstructively Processing Airbag Inflators	16/774,091	01/28/2020	Active	US 11,248,892 B2	2/15/22	Valicor Environmental Services, LLC

CH2:26833502.2