

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7926568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HYDROTECH, INC.	04/28/2023
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	13660579
Patent Number:	9275536
Application Number:	15345582
Patent Number:	8419836
Application Number:	15052414
PCT Number:	US2012061921
CORRESPONDENCE DATA	
Fax Number:	(617)341-7701
<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:	6173417721
Email:	michelle.bramwell@morganlewis.com
Correspondent Name:	MICHELLE BRAMWELL
Address Line 1:	ONE FEDERAL STREET
Address Line 2:	MORGAN, LEWIS & BOCKIUS LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	107019-0133
NAME OF SUBMITTER:	MICHELLE BRAMWELL
SIGNATURE:	/Michelle Bramwell/
DATE SIGNED:	04/28/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	

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Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This **GRANT OF SECURITY INTEREST IN PATENT RIGHTS** (this “*Agreement*”), effective as of April 28, 2023, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “Grantors” and each individually, a “Grantor”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“*ARCC*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 28, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), by and among **CPIG HOLDCO INC.**, a Delaware corporation (the “*Borrower*”), **CPGH HOLDINGS, INC.**, a Delaware corporation (“*Holdings*”), certain Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), *ARCC*, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), and *ARCC*, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*” and together with the Administrative Agent, collectively the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Agreement, dated as of April 28, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in all of each Grantor's right, title and interest in, to and under (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those listed on Schedule A hereto, (b) all renewals, reversions and extensions of the foregoing, and (c) all income, royalties, proceeds and related rights to payment at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of any Patent or any Patent exclusively licensed under any Patent Licenses, including the right to receive damages, or right to receive license fees, royalties and other compensation under any Patent License, in each case, to the extent constituting Collateral (collectively, the "*Patent Collateral*"), to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Amendments. This Agreement may not be amended, modified or supplemented without the prior written consent of each of the parties hereto.

SECTION 6. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 12.19(b) of the Credit Agreement, the security interest in the Patent Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.


SECTION 8. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 9. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

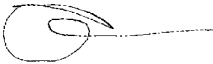
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HYDROTECH, INC.,
an Ohio corporation, as Grantor

By: 
Name: Michael W. Cooper, Jr.
Title: Secretary

[Signature Page to Grant of Security Interest in Patent Rights]

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 

Name: Mitchell Goldstein
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 063477 FRAME: 0161

SCHEDULE A
U.S. Patents and Applications

Title	Application Number	Application Date	Assignee-Current US Owner	Patent No.	Patent Date
PUMP MONITORING DEVICE	13/660,579	2012-10-25	Hydrotech Inc.		
PUMP MONITORING DEVICE	14/849,727	2015-10-09	Hydrotech Inc.	US 9,275,536 B2	3/1/2016
PUMP EFFICIENCY OF A FLUID PUMP	15/345,582	2016-8-11	Hydrotech, Inc.		
Gas-liquid separator and related methods	13/020,317	2011-3-02	Hydrotech, Inc.	US 8,419,836 B2	4/16/2013
GAS-LIQUID SEPARATOR AND RELATED METHODS	13/020,317	2011-03/02	Hydrotech, Inc.		
PUMP MONITORING DEVICE	15/052,414	2016-24-02	Hydrotech, Inc.		
PUMP MONITORING DEVICE DISPOSITIF DE SURVEILLANCE DE POMPE	WO2012US61921A	2013-05-02			
Pump Monitoring Device	14/849,727	2015-10-09	Hydrotech, Inc.		

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REEL: 063477 FRAME: 0162

RECORDED: 04/28/2023