

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7942598

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROCHESTER SENSORS, LLC	05/08/2023
RECEIVING PARTY DATA		
Name:	ALTER DOMUS (US) LLC	
Street Address:	225 W WASHINGTON STREET, 9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 46		
Property Type	Number	
Patent Number:	6857313	
Patent Number:	7219546	
Patent Number:	7921873	
Patent Number:	7726334	
Patent Number:	8047223	
Patent Number:	8604934	
Patent Number:	8590375	
Patent Number:	9116030	
Patent Number:	9068877	
Patent Number:	8567244	
Patent Number:	9151657	
Patent Number:	9683874	
Patent Number:	10066979	
Patent Number:	9958312	
Patent Number:	10082416	
Application Number:	15929532	
Patent Number:	10175088	
Patent Number:	10684157	
Patent Number:	11099052	
Patent Number:	11555731	

PATENT

Property Type	Number
Application Number:	18154936
Application Number:	17377651
Application Number:	17377670
Application Number:	17377676
Patent Number:	D662000
Patent Number:	D662001
Patent Number:	D668572
Patent Number:	D750507
Patent Number:	D832124
Patent Number:	D833310
Application Number:	17873059
Application Number:	63337469
PCT Number:	US2238239
Patent Number:	7654281
Patent Number:	D583693
Patent Number:	D539685
Patent Number:	D538693
Patent Number:	D535901
Patent Number:	6679116
Patent Number:	6564632
Application Number:	10337810
Patent Number:	6523406
Application Number:	09795233
Application Number:	09758857
Patent Number:	6253609
Patent Number:	D440994

CORRESPONDENCE DATA

Fax Number:

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ATTORNEY DOCKET NUMBER: 1994815 PAT

NAME OF SUBMITTER: ANGELA AMICO OLCHASKEY

SIGNATURE:	/Angela Amico Olchaskey/
DATE SIGNED:	05/09/2023
Total Attachments: 13 source=08. Rochester - Patent Security Agreement (Executed)#page1.tif source=08. Rochester - Patent Security Agreement (Executed)#page2.tif source=08. Rochester - Patent Security Agreement (Executed)#page3.tif source=08. Rochester - Patent Security Agreement (Executed)#page4.tif source=08. Rochester - Patent Security Agreement (Executed)#page5.tif source=08. Rochester - Patent Security Agreement (Executed)#page6.tif source=08. Rochester - Patent Security Agreement (Executed)#page7.tif source=08. Rochester - Patent Security Agreement (Executed)#page8.tif source=08. Rochester - Patent Security Agreement (Executed)#page9.tif source=08. Rochester - Patent Security Agreement (Executed)#page10.tif source=08. Rochester - Patent Security Agreement (Executed)#page11.tif source=08. Rochester - Patent Security Agreement (Executed)#page12.tif source=08. Rochester - Patent Security Agreement (Executed)#page13.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 5, 2023, is made by ROCHESTER SENSORS, LLC (the “**Grantor**”), in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 5, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among ROCHESTER SENSORS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “**Borrower**”), ROCHESTER ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**Holdings**”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “**Guarantors**”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Pledge and Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (in each case the “Patent Collateral”):

- (a) all of its United States issued patents and pending applications, including those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to

the Administrative Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Section 4. Counterparts. This Patent Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Patent Security Agreement by facsimile transmission or by electronic transmission (including delivery of an executed counterpart in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature and, when used elsewhere in this Patent Security Agreement, “electronic transmission,” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Patent Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Patent Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

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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.

ROCHESTER SENSORS, LLC
as Grantor

By: 

Name: Warren Matthew Farrell

Title: Authorized Person

{Signature Page to Patent Security Agreement}

PATENT
REEL: 063575 FRAME: 0054

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Patent Security Agreement]

PATENT
REEL: 063575 FRAME: 0055

SCHEDULE 1

PATENTS

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
6857313	Self-calibrating capacitance gauge	3/31/2003	10/403,203	US	2/22/2005	Patented
7219546	Gear and drive shaft assembly for a float gauge	3/18/2005	11/084,574	US	5/22/2007	Patented
7921873	Service valve assembly having a stop-fill device and a liquid level indicating dial	8/17/2007	11/840,913	US	4/12/2011	Patented
7726334	Service valve assembly having a stop-fill device and remote liquid level indicator	8/17/2007	11/840,915	US	2/14/2008	Patented
8047223	Gauge assembly having a stop fill device	1/29/2010	12/696,827	US	11/1/2011	Patented
8604934	System and Method for Optically Detecting Low Liquid Level Condition	9/20/2010	12/886,381	US	12/10/2013	Patented
8590375	Self-calibrating capacitive liquid level sensor assembly and method	3/22/2011	13/053,637	US	11/26/2013	Patented
9116030	LIQUID LEVEL TRANSDUCER WITH ISOLATED SENSORS	1/17/2012	13/352,320	US	8/25/2015	Patented

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
9,068,877	Liquid Level Sender with Adjustable Counterweight	4/14/2012	13/447,174	US	6/30/2016	Patented
8,567,244	LIQUID LEVEL TRANSDUCER WITH ISOLATED SENSORS	9/24/2012	13/625,655	US	10/29/2013	Patented
9,151,657	DUAL MEASUREMENT LIQUID LEVEL TRANSDUCER	9/10/2014	14/482,573	US	10/6/2016	Patented
9,683,874	UNIVERSAL MOUNTING HEAD CONSTRUCTION FOR LIQUID LEVEL TRANSDUCERS AND THE LIKE	1/26/2015	14/605,659	US	6/20/2017	Patented
10066979	Sealed head construction for liquid level transducers	12/3/2015	14/958,925	US	9/4/2018	Patented
9958312	LIQUID LEVEL GAUGE FOR PRESSURIZED TANKS	4/18/2017	15/490,881	US	5/1/2018	Patented
10082416	Liquid level gauge with integral electronic display	4/20/2017	15/492,862	US	9/5/2018	Patented
	LIQUID LEVEL GAUGE WITH INTEGRAL ELECTRONIC DISPLAY	5/7/2020	15/929,532	US		Pending
10175088	Liquid level gauge with removable indicator assembly	3/23/2018	15/934,049	US	1/8/2019	Patented

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
10684157	Liquid level gauge with integral electronic display	9/23/2018	16/139,086	US	6/16/2020	Patented
11,099,052	Low-Cost Measurement System Using Time Domain Reflectometry	10/29/2018	16/173,993	US	8/24/2021	Patented
11,555,731	TDR Transducer with Boomerang Waveguide	4/15/2019	16/384,469	US	1/17/2023	Patented
	TDR Transducer with Boomerang Waveguide	1/16/2023	18/154,936	US		Pending
	METHOD FOR GENERATING A TIME DELAY	7/16/2021	17/377,651	US		Pending
	CALIBRATION METHOD FOR A TDR MEASUREMENT	7/16/2021	17/377,670	US		Pending
	CALIBRATION METHOD FOR FIRST TIME USE OF EQUIPMENT	7/16/2021	17/377,676	US		Pending
D662,000	Liquid level gauge	11/29/2010	29/380,010	US	6/19/2012	Patented
D662,001	Liquid level gauge	3/22/2011	29/387,969	US	6/16/2012	Patented
D668,572	Liquid level gauge	1/17/2012	29/411,163	US	10/9/2012	Patented
D750,507	REMOTE READY TEMPERATURE GAUGE	7/30/2015	29/534,674	US	3/1/2016	Patented
D832,124	Sensor module for liquid level gauge	1/11/2018	29/633,034	US	10/30/2018	Patented

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
D833,310	Lens cover for liquid level gauge	1/11/2018	29/633,037	US	11/13/2018	Patented
	DEVICE, SYSTEM AND METHOD FOR RODLESS GUIDED MICROWAVE RADIATION	7/25/2022	17/873,059	US		Pending
	DEVICE, SYSTEM AND METHOD FOR RODLESS GUIDED MICROWAVE RADIATION	7/25/2022	PCT/US22/38239	US		Pending
	RADAR LEVEL GAUGE WITH HIGH ASPECT RATIO CONDENSATION SHEDDING LENS	5/2/2022	63/337,469	US		Pending
7654281	GAUGE ASSEMBLY HAVING A STOP FILL DEVICE	10/31/2007	11/932,587	US	2/2/2010	Patented
D583693	DIAL ASSEMBLY FOR A GAUGE	3/30/2006	29/257,183	US	12/30/2008	Expired
D539685	DIAL ASSEMBLY DESIGN	6/7/2005	29/231,524	US	4/3/2007	Expired

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
D538693	GAUGE DIAL HOUSING	6/7/2005	29/231,525	US	3/20/2007	Expired
D535901	FLOAT ARM	6/7/2005	29/231,523	US	1/30/2007	Expired
6679116	LIQUID LEVEL GAUGE WITH REMOVABLE HALL DEVICE	1/7/2003	10/337,810	US	1/20/2004	Expired
6564632	LIQUID LEVEL GAUGE WITH REMOVABLE HALL DEVICE	1/11/2001	09/758,857	US	5/20/2003	Expired
20030084720	LIQUID LEVEL GAUGE WITH REMOVABLE HALL DEVICE	1/7/2003	10/337,810	US	5/8/2003	Expired
6523406	GEAR ASSEMBLY WITH ALIGNMENT FEATURE	2/26/2001	09/795,233	US	2/25/2003	Expired
20020117000	GEAR ASSEMBLY WITH ALIGNMENT FEATURE	2/26/2001	09/795,233	US	8/29/2002	Expired
20020088278	LIQUID LEVEL GAUGE WITH REMOVABLE HALL DEVICE	1/11/2001	09/758,857	US	7/11/2002	Expired

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
6253609	LIQUID LEVEL GAUGE WITH HINGED FLOAT ARM	5/8/2000	09/566,593	US	7/3/2001	Expired
D440994	PARTIALLY SHROUDED GEAR ASSEMBLY FOR A GAUGE	3/28/2000	29/120,989	US	4/24/2001	Expired
3066583	LIQUID LEVEL GAUGE ASSEMBLY WITH INTEGRAL ELECTRONIC DISPLAY	11/11/2018	CA3066583 (CA20183066583)	CA - Canada	9/13/2022	Patented
	LIQUID LEVEL GAUGE ASSEMBLY WITH INTEGRAL ELECTRONIC DISPLAY	11/11/2018	CA3174280	CA - Canada		Pending
	Low-cost measurement system using time domain reflectometry	11/9/2018	CA3082816	CA - Canada		Pending
	LIQUID LEVEL GAUGE WITH REMOVABLE INDICATOR ASSEMBLY	11/11/2018	EP18830709.4 (18830709.4)	EP - Europe		Pending
	LOW-COST MEASUREMENT SYSTEM USING TIME DOMAIN REFLECTOMETRY	9/11/2018	EP18878674A	EP - Europe		Pending

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
	LIQUID LEVEL GAUGE ASSEMBLY WITH INTEGRAL ELECTRONIC DISPLAY	9/24/2018	EP18920194.0	EP - Europe		Pending
3647745	TDR TRANSDUCER	5/30/2019	EP19177550	EP - Europe		Pending
	LOW-COST MEASUREMENT SYSTEM USING TIME DOMAIN REFLECTOMETRY		EP21185620.8	EP - Europe		Pending
	LOW-COST MEASUREMENT SYSTEM USING TIME DOMAIN REFLECTOMETRY		EP21185628.1	EP - Europe		Pending
	LOW-COST MEASUREMENT SYSTEM USING TIME DOMAIN REFLECTOMETRY		EP21185630.7	EP - Europe		Pending
	Liquid Level Gauge with Removable Indicator Assembly	7/11/2018	EU 005500667-0001	EU		Patented
	Liquid Level Gauge with Removable Indicator Assembly	7/11/2018	EU 005500667-0002	EU		Patented

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
300891	SERVICE VALVE ASSEMBLY WITH FILL STOP DEVICE AND REMOTE LIQUID LEVEL INDICATOR	2/18/2009	MX/a/2009/001 828	MX - Mexico	7/3/2012	Patented
375248			MX/a/2013/000 926 (Mexico)	MX - Mexico		Patented
391790	LIQUID LEVEL GAUGE WITH REMOVABLE INDICATOR ASSEMBLY.	1/31/2019	MX/a/2019/001 361	MX - Mexico	4/22/2022	Patented
	LIQUID LEVEL GAUGE ASSEMBLY WITH INTEGRAL ELECTRONIC DISPLAY		MX/a/2021003 379	MX - Mexico		Pending
	Gauge Adaptor for OPD		S. America - 33532 (Uruguay)	UY - Uruguay		Pending
8442 (Certificate #)	Gauge Adaptor for OPD	1/25/2013	S. America - 394-1868 CO (Colombia). From Alvin Wirthlin: serial #13 014324	CO - Columbia		Patented
	Gauge Adaptor for OPD	1/25/2013	S. America - BR 11 2013 001920 4 (Brazil)	BR - Brazil		Patented

Grant. No.	Title	Filing Date	Serial No.	Country	Grant Date	Status
90055006670001.0	Liquid Level Gauge with Removable Indicator Assembly	7/11/2018	UK 9005500667000 1	UK		Patented
90055006670002.0	Liquid Level Gauge with Removable Indicator Assembly	7/11/2018	UK 9005500667000 2	UK		Patented