

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8141493

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
Name		Execution Date
PRO1 IAQ LLC		08/29/2023
RECEIVING PARTY DATA		
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT	
Street Address:	20 KING STREET WEST, 4TH FLOOR	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5H 1C4	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Patent Number:	D835530	
Patent Number:	D751426	
Patent Number:	D738753	
Patent Number:	D738752	
Patent Number:	D738751	
Patent Number:	D732408	
Patent Number:	D731332	
Patent Number:	D731331	
Patent Number:	D731330	
Patent Number:	D719855	
Patent Number:	D719854	
Patent Number:	D646187	
Patent Number:	D646186	
Patent Number:	D646185	
Patent Number:	D705093	
Patent Number:	D705092	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: JOANNA MCCALL
Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2102233
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NAME OF SUBMITTER:	JONATHAN R. LARSON
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SIGNATURE:	/Jonathan R. Larson/
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DATE SIGNED:	08/30/2023
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Total Attachments: 5

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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of August 29, 2023, is made by PRO1 IAQ LLC, a Missouri limited liability company (the “**Grantor**”), in favor of ROYAL BANK OF CANADA, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement dated as of December 22, 2021 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the “**Patent Collateral**”); *provided that* “**Patent Collateral**” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 5. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

PRO1 IAQ LLC

DocuSigned by:

Nicole Kroner

By: _____

Name: Nicole Kroner

Title: Chief Financial Officer

Accepted and Agreed:

ROYAL BANK OF CANADA, as Collateral Agent

By: _____

Name:

Title:

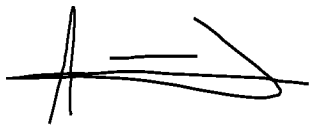
IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

PRO1 IAQ LLC

By: _____
Name: Nicole Kroner
Title: Chief Financial Officer

Accepted and Agreed:

ROYAL BANK OF CANADA, as Collateral Agent

By:  _____
Name: Annie Lee
Title: Manager, Agency Services

SCHEDULE A

Patents

Title	Application Number	Application Date	Registration Number	Registration Date	Owner
Thermostat	29/593490	2/9/2017	D835530	12/11/2018	Pro1 IAQ Inc.
Thermostat with Attachment for removable cover	29/519159	3/3/2015	D751426	3/15/2016	Pro1 IAQ Inc.
Thermostat	29/484652	3/12/2014	D738753	9/15/2015	Pro1 IAQ Inc.
Thermostat	29/484650	3/12/2014	D738752	9/15/2015	Pro1 IAQ Inc.
Thermostat	29/484645	3/12/2014	D738751	9/15/2015	Pro1 IAQ Inc.
Thermostat	29/484657	3/12/2014	D732408	6/23/2015	Pro1 IAQ Inc.
Thermostat	29/484654	3/12/2014	D731332	6/9/2015	Pro1 IAQ Inc.
Thermostat	29/484653	3/12/2014	D731331	6/9/2015	Pro1 IAQ Inc.
Thermostat	29/484647	3/12/2014	D731330	6/9/2015	Pro1 IAQ Inc.
Thermostat	29/484658	3/12/2014	D719855	12/23/2014	Pro1 IAQ Inc.
Thermostat	29/484655	3/12/2014	D719854	12/23/2014	Pro1 IAQ Inc.
R251W Thermostat	29/365401	7/8/2010	D646187	10/4/2011	Pro1 IAQ Inc.
Value Thermostat	29/365399	7/8/2010	D646186	10/4/2011	Pro1 IAQ Inc.
T75X Thermostat	29/365398	7/8/2010	D646185	10/4/2011	Pro1 IAQ Inc.
Thermostat	29/444284	1/29/2013	D705093	5/20/2014	Pro1 IAQ Inc.
Thermostat	29/444274	1/29/2013	D705092	5/20/2014	Pro1 IAQ, Inc.

Schedule A-1
to Second Lien Patent Security Agreement