

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8186208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DISCOVERY PURCHASER CORPORATION	09/25/2023
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL
Street Address:	100 KING STREET WEST
Internal Address:	1 FIRST CANADIAN PLACE, 21ST FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5X 1A1
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11490624
Application Number:	11473256
Application Number:	11464221
Application Number:	18049943
Application Number:	17919228
Application Number:	11492770
CORRESPONDENCE DATA	
Fax Number:	
<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:	2128487272
Email:	Austin.Grossfeld@shearman.com
Correspondent Name:	AUSTIN GROSSFELD
Address Line 1:	599 LEXINGTON AVENUE
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	NEW YORK, NEW YORK 10022
NAME OF SUBMITTER:	AUSTIN GROSSFELD
SIGNATURE:	/AUSTIN GROSSFELD/
DATE SIGNED:	09/25/2023

Total Attachments: 5

source=Discovery - 2L Patent IPSA Supplement (EXE)#page1.tif

source=Discovery - 2L Patent IPSA Supplement (EXE)#page2.tif

source=Discovery - 2L Patent IPSA Supplement (EXE)#page3.tif

source=Discovery - 2L Patent IPSA Supplement (EXE)#page4.tif

source=Discovery - 2L Patent IPSA Supplement (EXE)#page5.tif

Second Lien Patent Security Agreement Supplement

This SECOND LIEN PATENT SHORT FORM SECURITY AGREEMENT SUPPLEMENT dated as of September 25, 2023 (this “**Agreement**”), among Discovery Purchaser Corporation, a Delaware corporation (the “**Grantor**”) and Bank of Montreal, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Discovery Guarantor 1 Limited (the “**Parent**”), Discovery Guarantor 2 Limited (“**Holdings**”), Discovery Purchaser Corporation, a Delaware corporation (the “**Borrower**”), the Lenders from time to time party thereto, the Administrative Agent and the Collateral Agent have entered into the Second Lien Credit Agreement dated as of October 4, 2022 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of October 4, 2022, among the Borrower, certain other Subsidiaries of Holdings and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

WHEREAS, the Grantor and the Collateral Agent are parties to that certain Second Lien Patent Security Agreement dated as of October 4, 2022 (the “**2L Patent IPSA**”). In connection with recent changes to the patents owned by the Grantor, the parties desire to supplement the 2L Patent IPSA in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Parties as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Sections 1.02 (*Computation of Time Periods*), 1.04 (*Terms Generally*), and 1.07 (*Currency Equivalent Generally*) of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter during the term of the Credit Agreement acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any jurisdiction, including those listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, reexaminations, renewals or extensions of any of the foregoing, and the inventions disclosed or claimed in any of the foregoing, together with

(c) any and all (i) rights to sue or otherwise recover for past, present and future infringements or other violations of any of the foregoing and (ii) rights corresponding to any of the foregoing throughout the world.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 5. Applicable 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.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

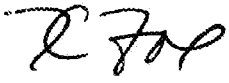
SECTION 7. Nature of Second Priority Lien. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to (1) the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent, pursuant to or in connection with the First Lien Loan Documents and (2) the liens and security interests granted in favor of the Senior Secured Obligations Secured Parties (as defined in the ABL Intercreditor Agreement), including liens and security interests granted to the ABL Collateral Agent, pursuant to or in connection with the ABL Loan Documents, and (ii) the exercise of any rights or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement and/or the ABL Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DISCOVERY PURCHASER CORPORATION,
as Grantor

By: Qian Jing
Name: Qian Jing
Title: Assistant Treasurer

BANK OF MONTREAL,
as Collateral Agent

By: 
Name: Charlie Fox
Title: Director

Schedule I

United States Patents and Pending Patent Applications

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No. (App. No.)</u>	<u>Issue Date (Fil. Date)</u>	<u>Owner</u>	<u>Status</u>
Non-Volatile Organic Compound Pesticide Formulations	United States	11490624	November 8, 2022	Discovery Purchase Corporation	Granted
High-Speed System For Weed Control	United States	11473256	October 18, 2022	Discovery Purchase Corporation	Granted
Animal Trap Detection System Using A Glue Board	United States	11464221	October 11, 2022	Discovery Purchase Corporation	Granted
Herbicidal Compositions for Animal Grazelands And Methods For Applying The Same	United States	18/049943	October 26, 2022	Discovery Purchase Corporation	Published
Image Monitoring For Control Of Invasive Grasses	United States	17/919228	October 14, 2022	Discovery Purchase Corporation	Published
Weed Control At High Speed	United States	11492770	October 19, 2022	Discovery Purchase Corporation	Granted