

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8194361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MERLOT VANGO TARPING SOLUTIONS LLC	09/13/2023
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7325856
Patent Number:	7210726
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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>	
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Correspondent Name:	LATHAM & WATKINS C/O JESSICA BAJADA-BARTLETT
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ATTORNEY DOCKET NUMBER:	022411-1387
NAME OF SUBMITTER:	JESSICA BAJADA-BARTLETT
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	09/28/2023
Total Attachments: 5	
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Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of September 13, 2023 (this "Agreement"), made by MERLOT VANGO TARPING SOLUTIONS LLC, a Pennsylvania limited liability company ("Pledgor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien) dated as of February 1, 2018 (as supplemented by that certain Supplement No. 1 to Security Agreement, dated as of May 23, 2018, Supplement No. 2 to Security Agreement, dated as of November 30, 2018, Supplement No. 3 to Security Agreement, dated as of February 8, 2019, Supplement No. 4 to Security Agreement, dated as of June 5, 2020, Supplement No. 5 to Security Agreement, dated as of November 7, 2022, and Supplement No. 6 to Security Agreement, dated as of April 11, 2023, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Swordfish Merger Sub, LLC, a Delaware limited liability company (prior to the Merger, the "Borrower"), which upon effectiveness of the Merger was merged with and into Safe Fleet Holdings LLC, a Delaware limited liability company ("Target", and after the Merger, the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Swordfish Parent, Inc., a Delaware corporation, and Goldman Sachs Bank USA, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). Reference is further made to Supplement No. 7 to the Security Agreement (First Lien), dated as of September 13, 2023, by operation of which Pledgor is a party to the Security Agreement. The parties hereto agree 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 Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by Pledgor or in which Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Patent Collateral"):

(a) any and all patents and patent applications, including those listed on Schedule I; (b) all inventions claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements or other violations thereof; (e) all

rights to sue for past, present, and future infringements and other violations thereof; and (f) all rights corresponding to any of the foregoing.

SECTION 3. ***Security Agreement.*** 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. Pledgor 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. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Governing Law.*** **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to Pledgor as Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

[Signature Pages Follow]

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

MERLOT VANGO TARPING SOLUTIONS LLC



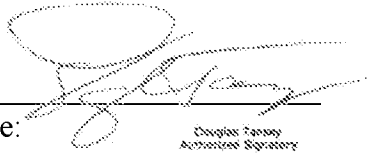
By: _____

Name: Andrew Schmolka

Title: SVP and Secretary

ACCEPTED AND AGREED:

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Name: _____
Title: _____
Douglas Tansley
Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Patents (First Lien)]

PATENT
REEL: 065064 FRAME: 0426

Schedule I
to Notice of Grant of Security Interest in Patents

Owned Patent Interests

Title	Patent No.	Issue Date
COVER SYSTEM	7,325,856	February 5, 2008
COVER SYSTEM	7,210,726	May 1, 2007