

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8200406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN PATENT AGREEMENT SUPPLEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
SAES SMART MATERIALS INC.			10/02/2023
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		
<b>Street Address:</b>	200 WEST STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	13146644		
<b>Application Number:</b>	13562066		
<b>Application Number:</b>	13436610		
<b>Application Number:</b>	15382294		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)914-4240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT CORPORATION		
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY		
<b>Address Line 2:</b>	SUITE 125		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	DORIS KA		
<b>SIGNATURE:</b>	/Doris Ka/		
<b>DATE SIGNED:</b>	10/03/2023		
<b>Total Attachments: 8</b>			
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**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

SAES Smart Materials Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 2, 2023

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other FIRST LIEN PATENT AGREEMENT SUPPLEMENT

**2. Name and address of receiving party(ies)**

Name: Goldman Sachs Bank USA, as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: sbolt@cahill.com

**6. Total number of applications and patents involved: 4**

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature: Sophie Bolt**

Digitally signed by: Sophie Bolt  
DN: cn = Sophie Bolt, email = sbolt@cahill.com, c = US, o = Cahill LLP  
c = IP  
Date: 2023.10.02 18:16:57 -0400

Signature

**October 3, 2023**

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

**8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 065102 FRAME: 0913**

**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SUPPLEMENT**

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “First Lien IP Security Agreement Supplement”) dated as of October 2, 2023, is made by the Persons listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”) in favor of GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, RESONETICS, LLC, a Delaware limited liability company (“Borrower”) and NEW RESONETICS HOLDING CORPORATION, a Delaware corporation (“Holdings”), have entered into the First Lien Credit Agreement dated as of April 28, 2021 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, with the L/C Issuer parties thereto and GOLDMAN SACHS BANK USA, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the First Lien Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the First Lien Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the First Lien Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain First Lien Security Agreement dated as of April 28, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”) and that certain First Lien Intellectual Property Security Agreement dated as of April 28, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien IP Security Agreement”).

WHEREAS, under the terms of the First Lien Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this First Lien IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable, in order to supplement the First Lien IP Security Agreement.

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

Section 1. Grant of Security. Each Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto;
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing,

with the right, but not the obligation, to sue for and collect such damages, or otherwise recover with respect to such claims;

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing; and

(vii) all rights in the foregoing corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral," shall not include any Excluded Property, including, for clarity, any United States intent-to-use trademark or service mark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Supplement to Security Agreement. Section 7 of the Perfection Certificate is, effective as of the date hereof, hereby supplemented to add to such Section the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this IP Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This First Lien IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Additional Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First Lien IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT (OTHER THAN WITH RESPECT TO ANY COLLATERAL DOCUMENT TO THE EXTENT

EXPRESSLY PROVIDED OTHERWISE THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS FIRST LIEN IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Grantor has caused this First Lien IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

MEMRY CORPORATION

By: Todd Trapp  
Todd Trapp (Sep 25, 2023 13:16 EDT)  
Name: Todd Trapp  
Title: Chief Financial Officer

SAES SMART MATERIALS INC.

By: Todd Trapp  
Todd Trapp (Sep 25, 2023 13:16 EDT)  
Name: Todd Trapp  
Title: Chief Financial Officer

Address for notices:

Attn:

c/o Resonetics, LLC

Attn: Carol O'Day Sabbag

26 Whipple Street

Nashua, New Hampshire 03060

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP

Attn: Christopher Butler, P.C. and Thomas Dobleman

300 N. LaSalle Street

Chicago Illinois 60654

Phone: (312) 862-2301; (312) 862-3491

Fax: (312) 862-2200

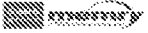
Email: cbutler@kirkland.com;

thomas.dobleman@kirkland.com

**SCHEDULE A****PATENTS**

<b>Title</b>	<b>Application No.</b>	<b>App. Date</b>	<b>Grant Date</b>	<b>Patent Number</b>	<b>Owner</b>
Ni-Ti Semi-Finished Products and Related Methods	13146644	07/27/2011	04/10/2012	8152941	SAES Smart Materials Inc.
Nickel-Titanium Alloys, Related Products and Methods	13562066	07/30/2012	04/30/2013	8430981	SAES Smart Materials Inc.
Ni-Ti Semi-Finished Products and Related Methods	13436610	03/30/2012	04/19/2016	9315880	SAES Smart Materials Inc.
Cr, Ni, Mo, and Co Alloy For Use in Medical Devices	15382294	12/16/2016	11/26/2019	10487377	SAES Smart Materials Inc. and Heraeus Deutschland GmbH & Co. KG

**SCHEDULE B****TRADEMARKS**

<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
FROM MELT TO MARKET	85/110358	08/18/2010	3957206	05/10/2011	Memry Corporation
MEMRY	86/022577	07/29/2013	4599958	09/09/2014	Memry Corporation
SAES GROUP MEMRY A SAES GROUP COMPANY (and Design): 	86/036172	08/13/2013	4745951	06/02/2015	Memry Corporation

**SCHEDULE C**

**COPYRIGHTS**

**None.**

**PATENT**

**RECORDED: 10/03/2023**

**REEL: 065102 FRAME: 0920**