# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8334787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
FELIX STORCH, INC.	12/13/2023

## **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	131 S DEARBORN ST, FLOOR 04		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	
Patent Number:	10012418	
Patent Number:	9915466	
Patent Number:	D706405	

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** mli@mayerbrown.com

Correspondent Name: MERRY LI

Address Line 1: 1221 AVENUE OF THE AMERICAS Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	23754133
NAME OF SUBMITTER:	MERRY LI
SIGNATURE:	/Merry Li/
DATE SIGNED:	12/15/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

## **Total Attachments: 5**

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#### CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of December 13, 2023, by and from FELIX STORCH, INC., a New York corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, the other Loan Parties, the Lenders party thereto from time to time and the Grantee have entered into that certain Credit Agreement, dated as of December 13, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other parties party thereto have entered into that certain Pledge and Security Agreement, dated as of December 13, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Patents (as defined below), which Patents are issued by or pending with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

## 2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the occurrence of Payment in Full, this Confirmatory Grant shall automatically terminate and all rights to the Patents shall revert to the Grantor. Upon such termination, at the request and expense of the Grantor, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.
- (b) The Grantor hereby collaterally pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) any and all patents and patent applications, including the foregoing listed on Exhibit A; (2) all inventions and designs described and claimed therein; (3) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (4) 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, present and future infringements and other violations thereof; (5) all rights to sue for past, present, and future infringements and other violations thereof, including the right to settle suits involving claims and demands for royalties owing; and (6) all rights corresponding to any of the foregoing throughout the world (the "Patents").
- (c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

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- Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.
- 4) <u>Recordation</u>. The Grantor hereby authorizes and requests that this Agreement be recorded with the United States Patent and Trademark Office.

# 5) Governing Law. THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

6) <u>Counterparts</u>. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

FELIX STORCH, INC.,

as Grantor

Name: Paul Storch

Title: Chief Executive Officer

Signature Page to Confirmatory Grant of Security Interest in Patents

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Name: Tyler Ambrose

Title: Authorized Officer

Signature Page to Confirmatory Grant of Security Interest in Patents

# CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS

# Exhibit A

# Patents and Patent Applications

Title	App. No. App. Date	Patent / Pub. No.	Issuer / Pub. Date	Owner
Eliminating compressor- generated noise within a predetermined interval during operation of a refrigeration system	14,509,203	10,012,418	July 3, 2018	Felix Storch, Inc.
Cold compartment temperature stabilization in refrigerators and freezers	15,171,086	9,915,466	Mar 13, 2018	Felix Storch, Inc.
Combination support and exhaust hood for a microwave oven	29,460,327	D706,405	Jun 3, 2014	Felix Storch, Inc.

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**RECORDED: 12/15/2023**