

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VELOCITY DYNAMICS, LLC	01/03/2024
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CIBC BANK USA, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	120 SOUTH LASALLE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7267447
<b>Patent Number:</b>	7931398
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)609-5005
<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>Email:</b>	phack@vedderprice.com
<b>Correspondent Name:</b>	PATRICIA HACK
<b>Address Line 1:</b>	222 N. LASALLE STREET, SUITE 2400
<b>Address Line 2:</b>	VEDDER PRICE P.C.
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601
<b>ATTORNEY DOCKET NUMBER:</b>	40180.00.0157
<b>NAME OF SUBMITTER:</b>	PATRICIA HACK
<b>SIGNATURE:</b>	/Patricia Hack/
<b>DATE SIGNED:</b>	01/03/2024
<b>Total Attachments: 5</b>	
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## **PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of this 3rd day of January, 2024, by and among VELOCITY DYNAMICS, LLC, a Colorado limited liability company ("Grantor") in favor of CIBC BANK USA, in its capacity as administrative agent for itself and the Lenders (as defined in the Credit Agreement (defined below)) and (to the extent provided in the Guaranty and Collateral Agreement (defined below)), their Affiliates ("Administrative Agent"):

### **W I T N E S S E T H:**

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, WATER QUALITY INVESTMENT LLC, a Delaware limited liability company ("Topco"), WATER QUALITY INVESTMENT INTERMEDIATE INC., a Delaware corporation ("Intermediate"), CLEANWATER1, INC. (f/k/a UGSI SOLUTIONS, INC.), a Delaware corporation ("CW1"), UGSI CHEMICAL FEED, INC., a Delaware corporation ("UCFI"), PSI WATER TECHNOLOGIES, INC., a California corporation ("PSI"; and together with Intermediate, CW1, Grantor and UCFI, collectively, the "Borrowers", and each individually, a "Borrower"), the financial institutions party thereto on the date thereof (the "Lenders") and the Administrative Agent, providing for the extensions of credit to be made to the Borrowers, by Lenders; and

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty and Collateral Agreement, dated as of June 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), by and among the Grantors (as defined in the Guaranty and Collateral Agreement) party thereto and Administrative Agent, to grant to Administrative Agent, for its benefit and the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents included in the Collateral, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in Grantor's entire right, title and interest

in and to all of the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Patent;

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent listed on Schedule A annexed hereto, or (b) injury to the goodwill associated with any Patent listed on Schedule A annexed hereto (together with clause (i) the "Patent Collateral");

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (ii), no Patent Collateral shall include any Excluded Property.

3. Release and Termination. Administrative Agent shall, upon the written request of Grantor, execute and deliver to Grantor a proper instrument or instruments acknowledging the release of the security interest and Liens (as defined in the Credit Agreement) established hereby on any Patent Collateral to the extent required by Section 8.17 of the Guaranty and Collateral Agreement.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[Signature Pages Follow]*

*(Signature Page to Patent Security Agreement)*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**VELOCITY DYNAMICS, LLC, a**  
Colorado limited liability company

By: \_\_\_\_\_

Robert Ospalik  
Executive Vice President

*(Signature Page to Patent Security Agreement)*

Agreed and Accepted as of the Date First  
Written Above

**ADMINISTRATIVE AGENT:**

**CIBC BANK USA**

By 

James Marsh  
Managing Director

## SCHEDULE A

### PATENTS

<u>Title</u>	<u>Application Number</u>	<u>File Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Owner</u>
FLUID BLENDING UTILIZING EITHER OR BOTH PASSIVE AND ACTIVE MIXING	10/960,396	10/7/2004	7267477	9/11/2007	Velocity Dynamics, LLC
FLUID BLENDING METHODS UTILIZING EITHER OR BOTH PASSIVE AND ACTIVE MIXING	11/900,086	9/10/2007	7931398	4/26/2011	Velocity Dynamics, LLC