

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT118243

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Genscape, Inc.	02/09/2024
Wood Mackenzie, Inc.	02/09/2024
Power Advocate, Inc.	02/09/2024
RECEIVING PARTY DATA	
Company Name:	Bank of America, N.A., as collateral agent
Street Address:	NC1-026-06-09, Attn: Doc Retention
Internal Address:	Gateway Village-900 Building, 900 West Trade Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 19	
Property Type	Number
Patent Number:	7274996
Patent Number:	7571028
Patent Number:	7398168
Patent Number:	7376522
Patent Number:	8972273
Patent Number:	8842874
Patent Number:	9886673
Patent Number:	10692022
Patent Number:	8717434
Patent Number:	8473227
Patent Number:	8676520
Patent Number:	8280652
Patent Number:	9694836
Patent Number:	9902413
Patent Number:	9669850
Patent Number:	10867177
Application Number:	16815683

PATENT

Property Type	Number
Application Number:	17585977
Application Number:	18306512

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.

Phone: 2123186000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: Jeffrey M. Negron
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Mitchell Garrett
SIGNATURE:	Mitchell Garrett
DATE SIGNED:	02/09/2024

Total Attachments: 7
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Patent Security Agreement

Patent Security Agreement, dated as of February 9, 2024, by Genscape, Inc., a Delaware corporation, Wood Mackenzie, Inc., a Delaware corporation, and Power Advocate, Inc., a Delaware corporation (each individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 9, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Grantor in, to and under the following Pledged Collateral of such Grantor (collectively, “Patent Collateral”):

- (a) Patents of such Grantor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (i) contingent indemnification obligations for which no claim has been asserted and (ii) Secured Obligations under Secured Hedging Agreements and Secured Cash Management Agreements) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors (at the sole expense of the Grantors) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an

executed counterpart of a signature page of this Patent Security Agreement by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import herein shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, digital copies of a signatory’s manual signature, and deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GENSCAPE, INC.
WOOD MACKENZIE, INC.
POWER ADVOCATE, INC.,
each as a Grantor

By:




Name: Mark Brinin

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

Agreed to and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Gerund Diamond
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 066432 FRAME: 0226

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

TITLE	PATENT NO.	PATENT DATE	COUNTRY NAME	OWNER NAME
METHOD AND SYSTEM FOR MONITORING FLUID FLOW	7,274,996	25-Sep-2007	United States of America	Genscape, Inc. (f/k/a Genscape Intangible Holding, Inc.)
METHOD AND SYSTEM FOR AC POWER GRID MONITORING	7,571,028	04-Aug-2009	United States of America	Genscape, Inc. (f/k/a Genscape Intangible Holding, Inc.)
METHOD AND SYSTEM FOR MONITORING POWER FLOW THROUGH AN ELECTRIC POWER TRANSMISSION LINE	7,398,168	08-Jul-2008	United States of America	Genscape, Inc. (f/k/a Genscape Intangible Holding, Inc.)
METHOD AND SYSTEM FOR DETERMINING THE DIRECTION OF FLUID FLOW	7,376,522	20-May-2008	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR PROVIDING INFORMATION TO MARKET PARTICIPANTS ABOUT ONE OR MORE POWER GENERATING UNITS BASED ON THERMAL IMAGE DATA	8,972,273	03-Mar-2015	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR DETERMINING AN AMOUNT OF A LIQUID ENERGY COMMODITY STORED IN A PARTICULAR LOCATION	8,842,874	23-Sep-2014	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR COLLECTING AND ANALYZING OPERATIONAL INFORMATION FROM A NETWORK OF COMPONENTS ASSOCIATED WITH A LIQUID ENERGY COMMODITY	9,886,673	06-Feb-2018	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR COLLECTING AND ANALYZING OPERATIONAL INFORMATION FROM A	10,692,022	23-Jun-2020	United States of America	Genscape, Inc.

NETWORK OF COMPONENTS ASSOCIATED WITH A LIQUID ENERGY COMMODITY		8717434	06-May-2014	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR COLLECTING AND ANALYZING OPERATIONAL INFORMATION FROM A NETWORK OF COMPONENTS ASSOCIATED WITH A LIQUID ENERGY COMMODITY		8,473,227	25-Jun-2013	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR DETERMINING AN AMOUNT OF A LIQUID ENERGY COMMODITY IN STORAGE IN AN UNDERGROUND CAVERN		8,676,520	18-Mar-2014	United States of America	Genscape, Inc.
Promethean/SENSOR, METHOD AND SYSTEM OF MONITORING TRANSMISSION LINES		8,280,652	02-Oct-2012	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR MONITORING RAIL OPERATIONS AND TRANSPORT OF COMMODITIES VIA RAIL		9,694,836	04-Jul-2017	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR MONITORING RAIL OPERATIONS AND TRANSPORT OF COMMODITIES VIA RAIL		9,902,413	27-Feb-2018	United States of America	Genscape, Inc.
METHOD AND SYSTEM FOR MONITORING RAIL OPERATIONS AND TRANSPORT OF COMMODITIES VIA RAIL		9,669,850	06-Jun-2017	United States of America	Genscape, Inc.
Method and System for Estimating an Operating State of a Facility Via Imaging of Electromagnetic Radiation		10,867,177	15-Dec-2020	United States of America	Genscape, Inc.

Patent Applications:

TITLE	Case Type	APPLICATION NO.	FILING DATE	COUNTRY NAME	OWNER NAME
Machine Learning Systems and Methods for Isolating Contribution of Geospatial Factors to a Response Variable	Non-Provisional	16/815,683	3/11/2020	USA	Wood Mackenzie, Inc.

Systems and Methods for Improved Machine Learning Using Data Completeness and Collaborative Learning Techniques	Non-Provisional	17/585,977	1/27/2022	USA	Wood Mackenzie, Inc.
System and Method for Testing Upgrades to SAAS Applications in a Live Cloud Environment	Non-Provisional	18/306,512	04/25/2023	USA	Power Advocate, Inc.

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RECORDED: 02/09/2024