

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI53561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wind Solutions, LLC	02/23/2024
RECEIVING PARTY DATA	
Company Name:	Alter Domus (US) LLC, as administrative agent and collateral agent
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10718391
Patent Number:	10837505
Patent Number:	10767702
Patent Number:	9951818
Patent Number:	10876517
Patent Number:	11060503
Application Number:	18071921
Application Number:	63448508
CORRESPONDENCE DATA	
Fax Number:	3474021997
<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>	
Phone:	2123732619
Email:	kshmorhun@paulweiss.com,rlyne@paulweiss.com
Correspondent Name:	Katerina Shmorhun
Address Line 1:	1285 Avenue of the Americas
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	017116-00056
NAME OF SUBMITTER:	Katerina Shmorhun
SIGNATURE:	Katerina Shmorhun

PATENT

DATE SIGNED:	02/27/2024
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Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 23, 2024, (this “Agreement”), by Wind Solutions, LLC, a Delaware limited liability company (the “Grantor”) in favor of Alter Domus (US) LLC (“Alter Domus”), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of November 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of November 22, 2021 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of May 31, 2022, that certain Second Amendment to Second Lien Credit Agreement, dated as of October 12, 2022, that certain Third Amendment to Second Lien Credit Agreement, First Amendment to Second Amendment to Second Lien Credit Agreement and First Amendment to Second Amendment to Second Lien Credit Agreement Fee Letter, dated as of November 14, 2022, that certain Fourth Amendment to Second Lien Credit Agreement, dated as of December 23, 2022, that certain Fifth Amendment to Second Lien Credit Agreement, dated as of January 12, 2023, that certain Sixth Amendment to Second Lien Credit Agreement, dated as of March 28, 2023, that certain Seventh Amendment to Second Lien Credit Agreement, dated as of June 21, 2023 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, Tiger Intermediate Inc., a Delaware corporation, Integrated Power Services Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Alter Domus, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of 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 or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) listed on Schedule I hereto, together with the goodwill symbolized thereby;

B. all Patents, including the issued Patents and pending applications in the USPTO listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office (the “USCO”) listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), *provided that* at such time as the grant and/or enforcement of the security interest will not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Agreement.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

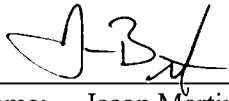
SECTION 5. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York.

SECTION 6. *Intercreditor Agreement Governs.* Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent with respect to any Collateral hereunder are subject to the provisions of each applicable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Initial Intercreditor Agreement. In the event of any conflict between the terms of the Initial Intercreditor Agreement and this Agreement, the terms of the Initial Intercreditor Agreement shall govern and control.

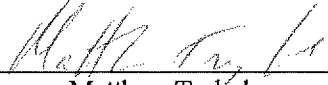
[Signature Pages Follow]

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

WIND SOLUTIONS, LLC, as Grantor

By:  _____
Name: Jason Martin
Title: Chief Financial Officer, Secretary and
Treasurer

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I

TRADEMARKS

None.

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER / ISSUE DATE	PATENT APP. NUMBER / FILING DATE	DESCRIPTION	STATUS
Wind Solutions, LLC	10718391 7/21/2020	16/420598 5/23/2019	REDUNDANT SEAL FOR WIND TURBINE HYDRAULIC BRAKES	Granted
Wind Solutions, LLC	10837505 11/17/2020	16/377683 4/8/2019	REDUNDANT SEAL FOR WIND TURBINE HYDRAULIC BRAKES	Granted
Wind Solutions, LLC	10767702 9/8/2020	15/956096 4/18/2018	YAW ASSEMBLY FOR A WIND TURBINE	Granted
Wind Solutions, LLC	9951818 4/24/2018	14/710699 5/13/2015	WIND TURBINE YAW BEARING PRE-LOAD	Granted
Wind Solutions, LLC	10876517 12/29/2020	16/225116 12/19/2018	SLEW RING REPAIR AND DAMAGE PREVENTION	Granted
Wind Solutions, LLC	11060503 7/13/2021	16/299552 3/12/2019	YAW PAD ENGAGEMENT FEATURES	Granted

PATENT APPLICATIONS

REGISTERED OWNER	PATENT APP NUMBER / FILING DATE	PUBLICATION NUMBER / PUBLICATION DATE	DESCRIPTION	STATUS
Wind Solutions, LLC	18/071921 11/30/2022	20230175482 {6/8/2023}	SELF-CENTERING PLUNGER FOR HYDRAULIC YAW BRAKE	Published
Wind Solutions, LLC	63/448,508 02/27/2023	--	FIELD-REPLACEABLE	Pending

REGISTERED OWNER	PATENT APP NUMBER / FILING DATE	PUBLICATION NUMBER / PUBLICATION DATE	DESCRIPTION	STATUS
			YAW BRAKE SLEEVE	

Signature Page to Second Lien IP Security Agreement

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

SCHEDULE III

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RECORDED: 02/27/2024

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REEL: 066696 FRAME: 0015