

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI209512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement (Term)
CONVEYING PARTY DATA	
Name	Execution Date
Advance Thermal Corp.	05/02/2024
RECEIVING PARTY DATA	
Company Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	1 Columbus Circle
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7947354
CORRESPONDENCE DATA	
Fax Number:	6142803563
<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:	6142803563
Email:	stephen.grove@wolterskluwer.com
Correspondent Name:	CT Corporation Corporation
Address Line 1:	4400 Easton Commons Way
Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Stephen Grove
SIGNATURE:	Stephen Grove
DATE SIGNED:	05/03/2024
Total Attachments: 11	
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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)

Advance Thermal Corp.

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

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

Execution Date(s) May 2, 2024

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Patent Security Agreement (Term)

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG New York Branch,
as Collateral Agent

Internal Address: _____

Street Address: 1 Columbus Circle

City: New York

State: NY

Country: USA Zip: 10019

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)

7947354

Additional numbers attached? ☐ Yes ☒ No

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

Name: Doris Ka, Sr. Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Omni (Brock) 05501.0613 Term

Email Address: dka@cahill.com

6. Total number of applications and patents involved: ¹

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:

Doris Ka

May 2, 2024

Signature

Date

Doris Ka

Name of Person Signing

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

11

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of May 2, 2024, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Deutsche Bank AG New York Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Brock Holdings III, LLC, a Delaware limited liability company, Brock Canada Inc., a corporation incorporated under the laws of Alberta, Canada, and Brock Holdings II, LLC, a Delaware limited liability company, have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders from time to time party thereto and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the 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 Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of May 2, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO, USCO and/or CIPO, as applicable.

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 collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) [reserved];

(iv) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule D hereto (the “Copyright Collateral”);

(v) all reissues, divisionals, 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;

(vi) 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, or otherwise recover, such damages; and

(vii) 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 of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement 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, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and the CIPO record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement 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 Collateral are more fully set forth in the 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(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 IP SECURITY AGREEMENT, 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 IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT 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 IP SECURITY AGREEMENT 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 IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT 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 IP SECURITY AGREEMENT, 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 IP SECURITY AGREEMENT 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.

[Signature Page Follows]

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

**ATLANTIC INDUSTRIAL LLC
BROCK HOLDINGS III, LLC
BROCK ENTERPRISES, LLC
BROCK SERVICES, LLC BROCK
WEST, LLC**

A handwritten signature in black ink, appearing to read "WC Gary", enclosed within a hand-drawn oval.

By: _____
Name: William C. Gary
Title: Chief Executive Officer and President

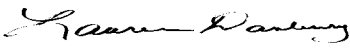
ADVANCE THERMAL CORP.

A handwritten signature in black ink, appearing to read "WC Gary", enclosed within a hand-drawn oval.

By: _____
Name: William C. Gary
Title: Chief Executive Officer

DEUTSCHE BANK AG NEW YORK BRANCH
as Collateral Agent

By: 
Name: Philip Tancorra
Title: Director

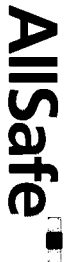
By: 
Name: Lauren Danbury
Title: Vice President

Schedule A - Patents

Current Owner	Patent	Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date	Status
Advance Thermal Corp.	Insulation Blanket System	US12/136715	June 10, 2008	7,947,354	May 24, 2011	Granted

Schedule B – Trademarks

Current Owner	Trademark	Application No	Application Date	Registration No.	Registration Date	Status
ADVANCE THERMAL CORP.	SPACE-JAK	86773995	September 30, 2015	5,088,053	November 22, 2016	Registered
ATLANTIC INDUSTRIAL, LLC	ATLANTIC INDUSTRIAL & Design 	85904521	April 15, 2013	4,585,453	August 12, 2014	Registered
ADVANCE THERMAL CORP.		85210185	January 4, 2011	4,324,855	April 23, 2013	Registered
ADVANCE THERMAL CORP.	HEAT TAINER	77664938	February 6, 2009	3,998,603	July 19, 2011	Registered
BROCK HOLDINGS III, LLC	XPS 60	77440615	April 4, 2008	3,625,584	May 26, 2009	Registered
BROCK WEST, LLC	P2S SERVTECH	87920028	May 14, 2018	5,725,211	April 16, 2019	Registered
BROCK WEST, LLC	P2S POWER SERVICES	76566244	December 2, 2003	3,071,501	March 21, 2006	Registered
BROCK WEST, LLC	P2S PLANT PERFORMANCE SERVICES and Design 	76566246	December 2, 2003	3,071,502	March 21, 2006	Registered
BROCK WEST, LLC	P2S PECO	76566247	December 2, 2003	3,071,503	March 21, 2006	Registered
BROCK WEST, LLC	ALLSAFE	85369070	July 12, 2011	4,191,831	August 14, 2012	Registered
BROCK WEST,	ALLSAFE + and Design	87290880	January 5, 2017	5,255,656	August 1,	Registered

Current Owner	Trademark	Application No	Application Date	Registration No.	Registration Date	Status
LLC	AllSafe 				2017	
BROCK WEST, LLC	BRINDERSON	85368998	July 12, 2011	4,134,463	May 1, 2012	Registered
BROCK WEST, LLC	SCHULTZ	87096352	July 7, 2016	5,169,941	March 28, 2017	Registered
BROCK WEST, LLC	TIMETRAK	87163561	September 7, 2016	5,809,774	July 23, 2019	Registered
BROCK WEST, LLC	DELAYTRAK	87163550	September 7, 2016	5,309,314	October 17, 2017	Registered
BROCK HOLDINGS III, LLC	FIELDFORCE	97570302	August 30, 2022	N/A	N/A	Pending Use Application
BROCK ENTERPRISES, INC.	BROCK	75415524	January 8, 1998	2284672	October 12, 1999	Registered

Schedule D – Copyrights

Entity	Copyright	Registration Date	Registration Number
BROCK ENTERPRISES, INC.	"Maintenance painting management system"	April 9, 1998	TXu850523
ATLANTIC SCAFFOLDING COMPANY	"Defined Structures Management System (DSMS)"	February 29, 2000	TXu 938090
	DSMS® Ver 2	June 24, 2004	TXu 1159183
ATLANTIC SCAFFOLDING COMPANY			
ADVANCE THERMAL CORP.	ACOUSTRAP: Removable Insulation Covers	October 30, 2009	VA0001689751
	ATC Brochure	October 30, 2009	VA0001687716

PATENT

REEL: 067308 FRAME: 0539

RECORDED: 05/03/2024