

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI256473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Aptim Government Solutions, LLC	05/23/2024
Aptim Intellectual Property Holdings, LLC	05/23/2024
RECEIVING PARTY DATA	
Company Name:	JPMorgan Chase Bank, N.A., as junior lien collateral agent
Street Address:	CIB DMO WLO
Internal Address:	Mail Code NY1-C413, 4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	7416172
Patent Number:	7614315
Patent Number:	7771654
Patent Number:	7887709
Patent Number:	8795405
Patent Number:	7973065
Patent Number:	8975015
Patent Number:	8580214
Patent Number:	9097420
Patent Number:	9555369
Patent Number:	9026260
Patent Number:	8647401
Patent Number:	9752859
Patent Number:	9975061
CORRESPONDENCE DATA	
Fax Number:	
<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:	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
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SIGNATURE:	Mitchell Garrett
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DATE SIGNED:	05/24/2024
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “IP Security Agreement”), dated as of May 23, 2024, is entered into by and among the Persons listed on the signature pages hereof (each, a “Grantor” and together, the “Grantors”), and JPMorgan Chase Bank, N.A., as Junior Lien Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Junior Lien Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the JUNIOR LIEN U.S. PLEDGE AND SECURITY AGREEMENT, dated as of May 23, 2024 (the “Pledge and Security Agreement”), by and among APTIM CORP., a Delaware limited liability company (the “Company”), APTIM HOLDING CORP., a Delaware corporation (“Holdings”), and each of the subsidiaries of the Company listed on Annex A thereto, and the Junior Lien Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(b) of the Pledge and Security Agreement, the Grantors have agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Pledge and Security Agreement to the Junior Lien Collateral Agent in each such Grantor’s United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Junior Lien Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Junior Lien Collateral Agent for the benefit of the Secured Parties a Security Interest and continuing lien in all of such Grantor’s right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Secured Obligations. The grant of a Security Interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Junior Lien Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and 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 Junior Lien Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.01 of the Credit Agreement.

IN WITNESS WHEREOF, each of the undersigned have duly executed this IP Security Agreement as of the day and year first above written.

APTIM GOVERNMENT SOLUTIONS, LLC
APTIM INTELLECTUAL PROPERTY HOLDINGS,
LLC,
each as a Grantor

By: Bradley Lowe
Bradley Lowe (May 22, 2024 07:50 CDT)
Name: Bradley Lowe
Title: Treasurer

[Signature Page to Junior Lien Patent Security Agreement]

PATENT
REEL: 067524 FRAME: 0089

JPMORGAN CHASE BANK, N.A.,
as Junior Lien Collateral Agent

By:

Name: James Shender
Title: Executive Director

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

Assignee	Title	Serial Number	Filing Date	Patent Number	Issue Date
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	SUBMERGED GAS EVAPORATORS AND REACTORS	11/186,459	7/21/2005	7,416,172	8/26/2008
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	SORBENT TRAP CARTRIDGE FOR MERCURY EMISSIONS MONITORING	12/031,980	2/15/2008	7,614,315	11/10/2009
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	APPARATUS FOR MONITORING GASEOUS COMPONENTS OF A FLUE GAS	11/517,497	9/7/2006	7,771,654	8/10/2010
APTIM GOVERNMENT SOLUTIONS, LLC	SYSTEM AND METHOD FOR CATALYTIC TREATMENT OF CONTAMINATED GROUNDWATER OR SOIL	11/291,642	11/30/2005	7,887,709	2/15/2011
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	BENEFICIAL USE OF CARBON	12/796,312	6/8/2010	8,795,405	8/5/2014
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	ANTIMICROBIAL COMPOUNDS	12/898,806	10/6/2010	7,973,065	7/5/2011
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	ANTIMICROBIAL COMPOUNDS	13/102,737	5/6/2011	8,975,015	3/10/2015
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	13/364,059	2/1/2012	8,580,214	11/12/2013
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	13/926,243	6/25/2013	9,097,420	8/4/2015

Assignee	Title	Serial Number	Filing Date	Patent Number	Issue Date
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	14/671,347	3/27/2015	9,555,369	1/31/2017
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	CA2839338	2/1/2012	CA2839338	5/16/2017
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	CA2963242	2/1/2012	CA2963242	7/10/2018
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	CA3005876	2/1/2012	CA3005876	8/4/2020
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	CN201280014466.6	2/1/2012	ZL201280014466.6	9/28/2016
APTIM GOVERNMENT SOLUTIONS, LLC	EMISSION CONTROL SYSTEM	CN201510271559.2	2/1/2012	ZL201510271559.2	10/13/2017
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	SECURE MICROGRID	13/479,101	5/23/2012	9,026,260	5/5/2015
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	STEAM REFORMATION SYSTEM	11/713,440	3/2/2007	8,647,401	2/11/2014
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	VALVE STEM NUT WEAR ANALYSIS APPARATUS AND METHOD	14/244,646	4/3/2014	9,752,859	9/5/2017
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC	EVAPORATIVE CONCENTRATOR AND ASSOCIATED METHODS	13/344,196	1/5/2012	9,975,061	5/22/2018

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RECORDED: 05/24/2024