

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI329219

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VaughanAir Canada ULC	06/24/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	M&T Bank
<b>Street Address:</b>	One M&T Plaza
<b>Internal Address:</b>	Attn: Office of General Counsel
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11797712
Application Number:	13344896
Application Number:	14734391
Application Number:	15406150
Application Number:	14051016
Application Number:	16829782
Application Number:	15820275
Application Number:	16261258
Application Number:	17829197
Application Number:	17821771
Application Number:	17743319
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Phone:</b>	(800)713-0710
<b>Email:</b>	Aimee.Lilly@wolterskluwer.com
<b>Correspondent Name:</b>	Aimee Lilly
<b>Address Line 1:</b>	4400 Easton Commons Way
<b>Address Line 2:</b>	Suite 125

<b>Address Line 4:</b> Columbus, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	Michael Violet
<b>SIGNATURE:</b>	Michael Violet
<b>DATE SIGNED:</b>	06/27/2024
<b>Total Attachments: 8</b> source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page1.tiff source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page5.tiff source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page3.tiff source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page7.tiff source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page8.tiff source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page6.tiff source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page4.tiff source=M&T - UEP - Patent Security Agreement with Cover Sheet for Filing#page2.tiff	

**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)**

VaughanAir Canada ULC

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

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

Execution Date(s) June 24, 2024

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: M&T Bank

Internal Address: Attn: Office of General Counsel

Street Address: One M&T Plaza

City: Buffalo

State: New York

Country: US Zip: 14203

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)

See Schedule I Attached

See Schedule I Attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Runyeon

Internal Address: \_\_\_\_\_

Street Address: Miles & StockbridgeP.C.  
100 Light Street, 10th Floor

City: Baltimore

State: MD Zip: 21202

Phone Number: 410-385-3477

Docket Number: \_\_\_\_\_

Email Address: lruneon@milestockbridge.com

**6. Total number of applications and patents involved:** 16

**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 User Name \_\_\_\_\_

**9. Signature:**

Laura Runyeon

June 26, 2024

Signature

Date

Laura Runyeon

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

**PATENT**  
**REEL: 067944 FRAME: 0534**

## PATENT SECURITY AGREEMENT

This Patent Security Agreement ("**Patent Security Agreement**"), dated as of June 24, 2024, is made by and between **VaughanAir Canada ULC**, an Alberta Canada unlimited liability company ("**Grantor**") and **M&T BANK**, a New York banking corporation (the "**Secured Party**").

Grantor and Secured Party have entered into a General Security Agreement dated as of June 24, 2024 (the "**Security Agreement**").

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**"):

(a) the patents, patent applications, and patent licenses set forth in **Schedule 1** hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon Secured Party's request.

3. **Loan Documents.** This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Patent Collateral are as provided by the Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. **Successors and Assigns.** This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. **Governing Law.** This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Maryland.

[signature page to follow]

Grantor and Secured Party have executed this Patent Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

M&T BANK, a New York banking  
corporation

By: 

Print Name: Trent Newman

Title: Senior vice President

GRANTOR

VAUGHANAIR CANADA ULC,  
an Alberta, Canada unlimited liability  
company

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

Print Name: Frank J. Smollon, IV

Title: President

Grantor and Secured Party have executed this Patent Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

M&T BANK, a New York banking  
corporation

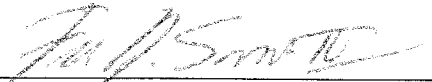
By: \_\_\_\_\_

Print Name: Trent Newman

Title: Senior vice President

GRANTOR

VAUGHANAIR CANADA ULC,  
an Alberta, Canada unlimited liability  
company

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

Print Name: Frank J. Smollon, IV

Title: President

**SCHEDULE 1****PATENTS, APPLICATIONS, AND LICENSES**

<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>	<b>Filing Jurisdiction</b>
Fire Resistant Access Panel for Ducts and Air Handling Equipment	11/797,712	10/02/2012	VaughanAir Canada ULC	United States
Fire-Rated Modular Duct Assembly Suitable for Exhausting Flammable or Hazardous Gases, Vapours and Other Materials	13/344,896	07/07/2015	VaughanAir Canada ULC	United States
Fire-Rated Modular Duct Assembly Suitable for Exhausting Flammable or Hazardous Gases, Vapours and Other Materials	14/734,391	01/31/2017	VaughanAir Canada ULC	United States
Fire-Rated Modular Duct Assembly Suitable for Exhausting Flammable or Hazardous Gases, Vapours and Other Materials	15/406,150	05/22/2018	VaughanAir Canada ULC	United States
Fire-Rated Modular Duct Assembly and Improvements Therein	14/051,016	07/17/2018	VaughanAir Canada ULC	United States

Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner	Filing Jurisdiction
Fire-Rated Ventilation Duct and Improvements Therein	16/829,782	05/17/2022	VaughanAir Canada ULC	United States
Pre-Fabricated Modular Fire-Rated Conduit Assembly	15/820,275	09/13/2022	VaughanAir Canada ULC	United States
Fire-Rated Modular Duct Assembly Suitable for Exhausting Flammable or Hazardous Gases, Vapours and Other Materials	16/261,258	05/31/2022	VaughanAir Canada ULC	United States
Fire-Rated Modular Duct Assembly Suitable for Exhausting Flammable or Hazardous Gases, Vapours and Other Materials	17/829,197	Pending	VaughanAir Canada ULC	United States
Pre-Fabricated Modular Fire-Rated Conduit Assembly	17/821,771	Pending: Filing Date: 08/23/2022	VaughanAir Canada ULC	United States
Fire-Rated Ventilation Duct and Improvements Therein	17/743,319	Pending Filing Date: 05/12/2022	VaughanAir Canada ULC	United States
Fire-Rated Modular Duct Assembly Suitable for Exhausting Flammable or Hazardous Gases,	2800362	02/09/2021	VaughanAir Canada ULC	Canada

Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner	Filing Jurisdiction
Vapours and Other Materials				
Fire-Rated Modular Duct Assembly and Improvements Therein	2829645	07/13/2021	VaughanAir Canada ULC	Canada
Pre-Fabricated Modular Fire-Rated Conduit Assembly	3024702	Pending Filed: 11/21/2018	VaughanAir Canada ULC	Canada
Fire-Rated Ventilation Duct and Improvements Therein	3076978	Pending Filed: 03/25/2020	VaughanAir Canada ULC	Canada
Fire-Rated Modular Duct Assembly Suitable for Exhausting Flammable or Hazardous Gases, Vapours and Other Materials	3102733	Pending Filed: 12/28/2012	VaughanAir Canada ULC	Canada