

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI369921

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Tesco Controls, LLC (f/k/a Tesco Controls, Inc.)	06/21/2024
RECEIVING PARTY DATA	
Company Name:	Goldman Sachs Private Credit Corp., as Administrative Agent and Collateral Agent
Street Address:	2001 Ross Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5378058
Patent Number:	D346792
Patent Number:	8767380
Patent Number:	9819159
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:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Joanna McCall
Address Line 1:	1025 Connecticut Ave NW, Suite 712
Address Line 2:	Cogency Global Inc.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	2440634 JM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	07/18/2024
Total Attachments: 5	
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PATENT

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 21, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by Tesco Controls, LLC (f/k/a Tesco Controls, Inc.), a Delaware limited liability company (“**Grantor**”) in favor of Goldman Sachs Private Credit Corp., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to (i) that certain Credit Agreement, dated as of June 21, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among United Flow Technologies Intermediate Holdco, LLC, as holdings, United Flow Technologies Intermediate Holdco II, LLC, as borrower, Grantor as a guarantor, the other parties thereunder and the Administrative Agent, and (ii) that certain Security Agreement, dated as of June 21, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as collateral security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in or under the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all Patents listed on Schedule A hereto;
- (ii) all income, fees, royalties, damages, claims, payments, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue or otherwise recover for past, present and future infringements or other violations thereof, and;
- (iii) all other rights, priorities and privileges corresponding thereto through the world;

provided that the Patent Collateral shall not include any Excluded Assets and no security interests shall be deemed granted in any Excluded Assets.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations, or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of the Patent Collateral, in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. Governing Law

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

SECTION 7. Counterparts

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

TESCO CONTROLS, LLC, as Grantor

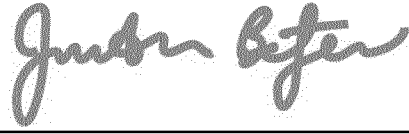
DocuSigned by:

By: _____
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Name: Rahul Vinnakota
Title: Managing Director

[Signature Page to Patent Security Agreement]

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GOLDMAN SACHS PRIVATE CREDIT CORP.,
as Administrative Agent and Collateral Agent

By: 
Name: Justin Betzen
Title: Vice President

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Patent	Patent No.	Filing Date
Tesco Controls, Inc.	SERVICE PEDESTAL	5,378,058	01/03/1995
Tesco Controls, Inc.	The ornamental design for a upper housing of an electrical service pedestal, as shown and described.	D346,792	05/10/1994
Tesco Controls, Inc.	Sump termination panel	8,767,380	07/01/2014
Tesco Controls, Inc.	Low profile variable frequency controller with cooling and process	9,819,159	11/14/2017