

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI406723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EXP Topco, LLC	08/02/2024
RECEIVING PARTY DATA	
Company Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	c/o WHP Global
Internal Address:	530 Fifth Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D732969
Patent Number:	D720232
Patent Number:	D645358
Patent Number:	D631754
CORRESPONDENCE DATA	
Fax Number:	3128622200
<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:	3128622000
Email:	rob.soneson@kirkland.com
Correspondent Name:	Rob Soneson
Address Line 1:	333 West Wolf Plaza
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	47389-10
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	Rob Soneson
DATE SIGNED:	08/04/2024
Total Attachments: 5	
source=EXECUTED - WHP - Joinder (EXP Topco - PHXWHP - UPWHP) - Patent Security Agreement (Aug-02-24)#page1.tiff	

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(Aug-02-24)#page5.tiff

PATENT SECURITY AGREEMENT

August 2, 2024

This PATENT SECURITY AGREEMENT is made by **EXP TOPCO, LLC** (the “**Grantor**”) in favor of **MORGAN STANLEY SENIOR FUNDING, INC.**, as Administrative Agent and Collateral Agent.

WHEREAS, the Grantor owns the Patent Collateral (as defined below);

WHEREAS, WH Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), WH Borrower, LLC, a Delaware limited liability company (the “**Borrower**”), the Lenders party thereto, and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of February 15, 2022 (as amended by the Incremental Facility Amendment No. 1, dated as of January 25, 2023, as amended by the Incremental Facility Amendment No. 2, dated as of December 21, 2023, as amended by the Incremental Facility Amendment No. 3, dated as of March 12, 2024, as amended by the Incremental Facility Amendment No. 4, dated as of April 2, 2024 and as further amended, restated, amended and/or restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of February 15, 2022, (as supplemented by that certain Security Agreement Supplement, dated as of July 14, 2022, as supplemented by that certain Security Agreement Supplement, dated as of January 25, 2023, as supplemented by that certain Security Agreement Supplement, dated as of July 14, 2023, as supplemented by that certain Security Agreement Supplement, dated as of March 1, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Holdings, the Borrower, the Guarantors party thereto and Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent owned by the Grantor and identified in Schedule 1 hereto; and
- (ii) all Proceeds of the foregoing.

This Patent Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and

from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Patent Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Patent Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

Each of Section 10.10 (*Counterparts*), Section 10.14 (*Governing Law, Jurisdiction, Service of Process*) and Section 10.15 (*Waiver of Right to Trial by Jury*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the the date first set forth above.


EXP TOPCO, LLC,
a Delaware limited liability company,
as the Grantor

By: 
Name: Matthew Finigan
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

Acknowledged:

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Collateral Agent

By: 
Name: Jennifer DeFazio
Title: Authorized Signatory

**Schedule 1
to Patent
Security Agreement**

PATENTS

Title	Country	App. No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Bottle	US	29/429,179 08-AUG-2012	D732969 30-JUN-2015	Granted	EXP Topco, LLC
Bottle with cap	US	29/415,784 14-MAR-2012	D720232 30-DEC-2014	Granted	EXP Topco, LLC
Bottle with cap	US	29/357,266 10-MAR-2010	D645358 20-SEP-2011	Granted	EXP Topco, LLC
Bottle	US	29/362,489 26-MAY-2010	D631754 01-FEB-2011	Granted	EXP Topco, LLC