

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI435783

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Vortex Industries, LLC (f/k/a Vortex Industries, Inc.)	08/16/2024
RECEIVING PARTY DATA	
Company Name:	Capital One, National Association, as Administrative Agent and Collateral Agent
Street Address:	2 Bethesda Metro Center
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8910885
CORRESPONDENCE DATA	
Fax Number:	4045725100
<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:	4045723428
Email:	AAmicoOlchaskey@KSLAW.com
Correspondent Name:	Angela Amico Olchaskey
Address Line 1:	1180 Peachtree Street, NE
Address Line 2:	Suite 1600
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	17392.515230
NAME OF SUBMITTER:	Angela Olchaskey
SIGNATURE:	Angela Olchaskey
DATE SIGNED:	08/16/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Vortex - Patent Security Agreement (Executed 8-16-24)#page1.tiff	
source=Vortex - Patent Security Agreement (Executed 8-16-24)#page2.tiff	
source=Vortex - Patent Security Agreement (Executed 8-16-24)#page3.tiff	

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source=Vortex - Patent Security Agreement (Executed 8-16-24)#page5.tiff

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 16, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by VORTEX INDUSTRIES, LLC (f/k/a VORTEX INDUSTRIES, INC.), a California limited liability company (a “**Grantor**”) in favor of CAPITAL ONE, NATIONAL ASSOCIATION, 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, each Grantor is party to a Security Agreement dated as of December 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent for the benefit of the Secured Parties in the Patent Collateral (as defined below) and are 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, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

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

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which such Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,
- (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

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 each Grantor hereby acknowledges and affirms 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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

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

SECTION 5. TERMINATION

This Patent Security Agreement and the security interest granted herein will terminate when the Security Agreement is terminated under Section 6.11 thereof. 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 each Grantor, at such Grantor's expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or warranty by the Administrative Agent.

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, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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


VORTEX INDUSTRIES, LLC
as a Grantor

By: 

Name: Michael Lin

Title: Chief Financial Officer

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

By: 
Name: Joseph DiLeo
Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 068318 FRAME: 0894

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Patent No.</u>
High pressure washer apparatus and cart	2012-04-16	13506377	2014-12-16	8910885