

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI466015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ABC INDUSTRIES, INC.	08/30/2024
RECEIVING PARTY DATA	
Company Name:	NORTHWEST BANK, as Agent
Street Address:	1 Easton Oval
Internal Address:	Suite 415
City:	Columbus
State/Country:	OHIO
Postal Code:	43219
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9200815
Patent Number:	9022689
Patent Number:	8246276
CORRESPONDENCE DATA	
Fax Number:	7043311159
<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:	(704)331-1000
Email:	pto_tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com
Correspondent Name:	John Slaughter
Address Line 1:	Moore & Van Allen PLLC
Address Line 2:	100 North Tryon Street, Suite 4700
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003
ATTORNEY DOCKET NUMBER:	050231.000011
NAME OF SUBMITTER:	Mary Zaldivar
SIGNATURE:	Mary Zaldivar
DATE SIGNED:	08/30/2024
Total Attachments: 5	
source=PSA - ABC Industries, Inc. to Northwest Bank, as Agent#page1.tiff	
source=PSA - ABC Industries, Inc. to Northwest Bank, as Agent#page2.tiff	

source=PSA - ABC Industries, Inc. to Northwest Bank, as Agent#page3.tiff
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**TO BE RECORDED WITH THE
U.S. PATENT AND TRADEMARK OFFICE**

PATENT SECURITY AGREEMENT

THIS **PATENT SECURITY AGREEMENT**, dated as of August 30, 2024, is made by each of the entities listed on the signature pages hereof (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of **NORTHWEST BANK**, a Pennsylvania Chartered Financial Institution as the administrative agent and collateral agent for the Lenders (the “**Agent**”) under that certain Revolving Credit and Term Loan Agreement (as defined below), dated as of the date hereof, among **ABC INDUSTRIES, INC.**, an Indiana corporation (“**Borrower**”), **BRANFORD ABC ACQUIROR, INC.**, a Delaware corporation (the “**Parent**”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”).

WITNESSETH:

WHEREAS, the Borrower and Parent are party to a Security Agreement of even date herewith in favor of the Agent on behalf of itself and the Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Loan Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Loan Agreement shall have the meaning given to such term in the UCC.

Section 2. Grant of Security Interest in Patent Collateral. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, collaterally assigns, hypothecates, sets over and conveys to the Agent and grants to the Agent, for the benefit of the Agent and the Lenders, a continuing first priority security interest in and to all of its rights in and to all of the following now or hereafter owned or acquired by such Grantor or in which such Grantor now has or hereafter has or acquires any rights, and wherever located (collectively, the “**Patent Collateral**”).

(a) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including those referred to on Schedule I hereto;

(b) all renewals, reversions and extensions of the foregoing; and

(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 any and all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything to the contrary, no Security Interest in any Excluded Property shall be granted under this Agreement or any other Collateral Document.

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 Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

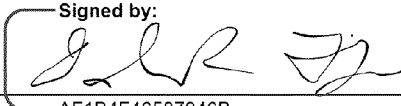
Section 5. Incorporation by Reference. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. **THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.**

[SIGNATURE PAGES FOLLOW]

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.

ABC INDUSTRIES, INC., an Indiana corporation,
as Grantor

Signed by:
By: 
Name: Dan Filipus
Title: Chief Financial Officer

NORTHWEST – ABC INDUSTRIES
PATENT SECURITY AGREEMENT

PATENT
REEL: 068453 FRAME: 0098

Accepted:

NORTHWEST BANK, as Agent

By: 

Name: Dan Delgadillo

Title: Executive Vice President

NORTHWEST – ABC INDUSTRIES
PATENT SECURITY AGREEMENT

PATENT
REEL: 068453 FRAME: 0099

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
ABC Industries, Inc.
(Indiana Corporation)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
VENTILATION DUCTING ARRANGEMENT	9200815	12/01/2015
PUMPABLE MINE VENTILATION STRUCTURE	9022689	05/05/2015
PUMPABLE CRIB BAG ASSEMBLY AND METHOD OF INSTALLATION	8246276	08/21/2012