

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI379998

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
ECI Automation, LLC	07/23/2024
RECEIVING PARTY DATA	
Company Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	155 Wellington Street West, 8th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V 3K7
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8651391
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:	8007130755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	Michael Violet
Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	07/23/2024
Total Attachments: 6	
source=07. Hobbs - Patent Security Agreement#page1.tiff	
source=07. Hobbs - Patent Security Agreement#page2.tiff	
source=07. Hobbs - Patent Security Agreement#page3.tiff	
source=07. Hobbs - Patent Security Agreement#page4.tiff	
source=07. Hobbs - Patent Security Agreement#page5.tiff	
source=07. Hobbs - Patent Security Agreement#page6.tiff	

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of July 23, 2024, by ECI AUTOMATION, LLC (the “**Grantor**”), in favor of ROYAL BANK OF CANADA, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of July 23, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby collaterally assigns and 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 and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Patents and Patent applications of the Grantor listed on Schedule I attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The 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 pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms 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 unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Patents of the Grantor under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Patent Security Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

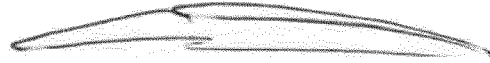
SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

ECI AUTOMATION, LLC

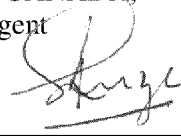
By: _____



Name: C. Bradford Hobbs

Title: Chief Executive Officer

ROYAL BANK OF CANADA,
as Administrative Agent



By: _____

Name: RICHARD DSOUZA
Title: MANAGER AGENCY SERVICES

**Schedule I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS**

Patents:

OWNER	REGISTRATION NUMBER	DESCRIPTION
ECI Automation, LLC	US 8,651,391	Method and apparatus for control of cooling system air quality and energy consumption