

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI514306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Emerging Acquisitions, LLC	09/20/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	True West Capital Partners Fund II, LP
<b>Street Address:</b>	10880 Wilshire Boulevard
<b>Internal Address:</b>	Suite 2090
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90024
<b>PROPERTY NUMBERS Total: 19</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	18488033
Application Number:	18657573
Application Number:	18497403
Application Number:	17771437
Patent Number:	8857621
Patent Number:	7261209
Patent Number:	7584856
Patent Number:	7810646
Patent Number:	7942273
Patent Number:	8336714
Patent Number:	8618432
Patent Number:	8307987
Patent Number:	8424684
Patent Number:	8991616
Patent Number:	10307793
Patent Number:	10668630
Patent Number:	11787066
Patent Number:	11135620
Patent Number:	11801535

PATENT

**CORRESPONDENCE DATA****Fax Number:** 5032243380*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.***Phone:** 2243380**Email:** alfredo.villanueva@stoel.com,kris.fiarito@stoel.com**Correspondent Name:** Alfredo Villanueva**Address Line 1:** 760 SW Ninth Avenue**Address Line 2:** Suite 3000**Address Line 4:** Portland, OREGON 97205-2586**ATTORNEY DOCKET NUMBER:** 65649-5**NAME OF SUBMITTER:** Kris Roche**SIGNATURE:** Kris Roche**DATE SIGNED:** 09/23/2024**Total Attachments: 8**

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## AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This **AMENDED AND RESTATED PATENT SECURITY AGREEMENT**, dated as of September 20, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by each entity identified as a grantor on the signature pages hereto (collectively referred to herein as the “*Grantors*” and each a “*Grantor*”) in favor of **TRUE WEST CAPITAL PARTNERS FUND II, LP**, a Delaware limited partnership, as Collateral Agent for itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*” and together with the Grantors, the “*Parties*”), and amends and restates in its entirety the Patent Security Agreement dated as of March 26, 2018 between the Grantors and the Collateral Agent (the “*Initial Patent Security Agreement*”).

**WHEREAS**, each Grantor is a party to a Pledge and Security Agreement dated as of March 26, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Pledge and Security Agreement*”) between the Grantors and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below).

**WHEREAS**, the Initial Patent Security Agreement was recorded in the United States Patent and Trademark Office on March 26, 2018 at Reel/Frame 045353/0355.

**WHEREAS**, On January 15, 2019, the Collateral Agent executed that certain Limited Release of Patent Security Interest, releasing certain Patent Collateral (as defined below).

**WHEREAS**, the Parties desire to further amend and restate the Initial Patent Security Agreement as set forth herein.

**WHEREAS**, pursuant to the Pledge and Security Agreement, the Grantors are required to execute and deliver this 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 Collateral Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2. Grant of Security Interest

To secure the prompt payment and performance to the Lenders and the Collateral Agent of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for its benefit and the benefit of the Lenders, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of such Grantor’s pending patent applications and issued patents,

whether now owned or hereafter acquired or arising, including without limitation the items listed on Schedule A hereto (collectively, the "*Patent Collateral*").

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for its benefit and the benefit of the Lenders, pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON UNLESS LOCATION OF THE COLLATERAL SHALL CAUSE THE LAW OF ANOTHER STATE OR FEDERAL LAW TO APPLY. EACH PARTY HERETO CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT SITTING IN THE CITY OF PORTLAND, OREGON, EXCEPT WHERE THE LOCATION OF COLLATERAL MAY CAUSE JURISDICTION TO LIE IN ANOTHER FORUM.

### **SECTION 5. Counterparts**


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

**GRANTORS:**


**EMERGING ACQUISITIONS, LLC,**  
an Oregon limited liability company d/b/a Bulk  
Handling Systems

By:   
Name: Steven A. Miller  
Title: Manager

**NATIONAL RECOVERY TECHNOLOGIES,  
LLC,**  
a Delaware limited liability company

By: BHS Acquisitions LLC, its sole manager

By: Emerging Acquisitions, LLC, its sole member

By:   
Name: Steven A. Miller  
Title: Manager

Accepted and Agreed:

**COLLATERAL AGENT**

**TRUE WEST CAPITAL PARTNERS FUND II,  
LP, a Delaware limited partnership**

By: True West Capital Partners GP II, LLC,

Its: General Partner

By:  \_\_\_\_\_

Name: Steven R. Wilkins

Title: Member

[Signature Page to Amended and Restated Patent Security Agreement]

**SCHEDULE A**  
to  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Application No./ Patent No.</b>	<b>Filing Date/ Issue Date/</b>	<b>Patent Owner</b>	<b>Jurisdiction</b>	<b>Status</b>
DE-INKING SCREEN WITH AIR KNIFE	12/780,585 8,857,621	May 14, 2010 Oct 14, 2014	EMERGING ACQUISITIONS, LLC	U.S.	Issued
MULTI-DISC MODULE AND METHOD OF APPLICATION	11/026,701 7,261,209	Dec 31, 2004 Aug 28, 2007	EMERGING ACQUISITIONS, LLC	U.S.	Issued
AIR SEPARATION OF RECYCLABLE MATERIAL	11/556,582 7,584,856	Nov 3, 2006 Sept 8, 2009	EMERGING ACQUISITIONS, LLC	U.S.	Issued
AIR SEPARATION OF RECYCLABLE MATERIAL	12/348,676 7,810,646	Jan 5, 2009 Oct 12, 2010	EMERGING ACQUISITIONS, LLC	U.S.	Issued
CROSS FLOW AIR SEPARATION SYSTEM	12/247,196 7,942,273	Oct 7, 2008 May 17, 2011	EMERGING ACQUISITIONS, LLC	U.S.	Issued
HEATING SYSTEM FOR MATERIAL PROCESSING SCREEN	12/466,322 8,336,714	May 14, 2009 Dec 25, 2012	EMERGING ACQUISITIONS, LLC	U.S.	Issued
SEPARATION SYSTEM FOR RECYCLABLE MATERIAL	11/959,361 8,618,432	Dec 18, 2007 Dec 31, 2013	EMERGING ACQUISITIONS, LLC	U.S.	Issued

ELECTROSTATIC MATERIAL SEPARATOR	12/818,339 8,307,987	June 18, 2010 Nov 13, 2012	EMERGING ACQUISITIONS, LLC	U.S.	Issued
MULTI-DIAMETER DISC ASSEMBLY FOR MATERIAL PROCESSING SCREEN	12/616,521 8,424,684	Nov 11, 2009 April 23, 2013	EMERGING ACQUISITIONS, LLC	U.S.	Issued
MATERIAL SORTING DISCS WITH VARIABLE INTERFACIAL OPENING	13/683,982 8,991,616	Nov 21, 2012 March 31, 2015	EMERGING ACQUISITIONS, LLC	U.S.	Issued
REUSABLE MATERIAL HANDLING DISC FOR RECOVERY AND SEPARATION OF RECYCLABLE MATERIALS	15/357,827 10,307,793	Nov 21, 2016	EMERGING ACQUISITIONS, LLC	U.S.	Issued
HIGH SPEED MANIPULATION OF NON-UNIFORM OBJECTS	15/946,627 10,668,630	April 5, 2018 June 2, 2020	EMERGING ACQUISITIONS, LLC	U.S.	Issued
HIGH SPEED MANIPULATION OF NON-UNIFORM OBJECTS	16/890,497 11,787,066	June 2, 2020 October 17, 2023	EMERGING ACQUISITIONS, LLC	U.S.	Issued
HIGH SPEED MANIPULATION OF NON-UNIFORM OBJECTS	18/488,033	October 17, 2023	EMERGING ACQUISITIONS, LLC	U.S.	Pending



HIGH SPEED MANIPULATION OF NON-UNIFORM OBJECTS	18/657,573	May 7, 2024	EMERGING ACQUISITIONS, LLC	U.S.	Pending
AUTONOMOUS DATA COLLECTION AND SYSTEM CONTROL FOR MATERIAL RECOVERY FACILITIES	16/247,449 11,135,620	January 14, 2019 October 5, 2021	EMERGING ACQUISITIONS LLC	U.S.	Issued
AUTONOMOUS DATA COLLECTION AND SYSTEM CONTROL FOR MATERIAL RECOVERY FACILITIES	18/082,358 11,801,535	December 15, 2022 October 31, 2023	EMERGING ACQUISITIONS LLC	U.S.	Issued
AUTONOMOUS DATA COLLECTION AND SYSTEM CONTROL FOR MATERIAL RECOVERY FACILITIES	18/497,403	October 30, 2023	EMERGING ACQUISITIONS LLC	U.S.	Pending
MACRO ANTI-FOULING SCREEN FUNCTIONING IN MULTIDIRECTIONAL FLOW	17/771,437	April 22, 2022	EMERGING ACQUISITIONS LLC	U.S.	Pending
METHOD AND APPARATUS FOR IMPROVING PERFORMANCE	13/183,200 8,692,148	July 14, 2011 April 8, 2014	NATIONAL RECOVERY TECHNOLOGIES, LLC	U.S.	Issued

E IN CONTAINER SORTING					
METHOD TO IMPROVE DETECTION OF THIN WALLED POLYETHYLEN E TEREPHTHALA TE CONTAINERS FOR RECYCLING INCLUDING THOSE CONTAINING LIQUIDS	14/033,481 9,234,838	Sept 22, 2013 Jan 12, 2016	NATIONAL RECOVERY TECHNOLOGIES, LLC	U.S.	Issued