

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI528570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	09/27/2024
RECEIVING PARTY DATA	
Company Name:	GLAS SAS, as Security Agent
Street Address:	41 Avenue George V
City:	Paris
State/Country:	FRANCE
Postal Code:	75008
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10253738
Patent Number:	10234441
Patent Number:	10233882
Patent Number:	11465083
Patent Number:	11577187
Patent Number:	11607629
Patent Number:	11293315
CORRESPONDENCE DATA	
Fax Number:	2127514864
<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:	2129061216
Email:	angela.amaru@lw.com
Correspondent Name:	Angela M Amaru
Address Line 1:	Latham & Watkins LLP
Address Line 2:	1271 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	030385-0595
NAME OF SUBMITTER:	Angela Amaru
SIGNATURE:	Angela Amaru
DATE SIGNED:	09/27/2024

Total Attachments: 4

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Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this “*Agreement*”), dated as of September 27, 2024, made by Purflux USA Inc., a West Virginia corporation (the “*Pledgor*”), in favor of GLAS SAS, as Security Agent (as defined below).

Reference is made to that certain Security Agreement dated as of May 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and as in effect on the date hereof, the “*Security Agreement*”), by and among Carta Acquisition U.S., Inc., a Delaware corporation (the “*Initial Company Pledgor*”), each other Pledgor (as defined therein) from time to time party thereto and GLAS SAS, as security agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “*Security Agent*”).

The Pledgor hereto agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign, pledge and grant to the Security Agent, for the benefit of the Secured Parties, a security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor (collectively, but excluding any Excluded Assets, the “*Patent Collateral*”):

(a) all U.S. Patents and applications for U.S. Patents owned by the Pledgor listed on *Schedule I* attached hereto; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements or other violations thereof; (e) all rights to sue and/or otherwise recover for past, present, and future infringements or other violations thereof; and (f) all rights corresponding to any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not include any Excluded Asset.

Security Agreement. The security interests granted to the Security Agent, for the benefit of the Secured Parties, herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Security 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any electronic signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

Termination. Upon any termination or release of the Security Interest in the Patent Collateral pursuant to Section 5.15 of the Security Agreement, the Security Agent shall, at the expense of the Pledgor in accordance with Section 5.15(e) of the Security Agreement, execute and deliver to Pledgor all UCC termination statements, releases of Intellectual Property Security Agreements and similar documents as such Pledgor may reasonably request in writing to evidence such termination or release of the Security Interest in Patent Collateral, subject to Section 5.15(e) of the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

PURFLUX USA INC.

By: 
Name: Julien Grange
Title: President

[Signature Page to Notice of Grant of Security Interest in Patents (Purflux USA Inc.)]

Schedule I
to Notice of Grant of Security Interest in Patents

U.S. Federally Issued or Applied for Patents Owned by the Pledgor

U.S. Patents

Pledgor	Patent	Patent Number	Issue Date
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	DIESEL FUEL FILTER ASSEMBLY	10253738	04/09/2019
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	WATER IN FUEL (WIF) SENSOR HAVING ELECTROSTATIC DISCHARGE	10234441	03/19/2019
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	SERVICEABLE DIESEL FUEL FILTER ASSEMBLY	10233882	03/19/2024
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	SERVICEABLE OIL FILTER ASSEMBLY	11465083	10/11/2022
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	REINFORCED SPIN ON RECHARGEABLE FILTER AND RELATED METHOD OF MANUFACTURE	11577187	02/14/2023
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	INDEXED FILTER ELEMENT FOR SPIN ON RECHARGEABLE FILTER AND RELATED METHOD OF USE	11607629	03/21/2023
Purflux USA Inc. (f/k/a Sogefi USA Inc.)	AIR-OIL SEPARATOR DRAIN VALVE AND RELATED METHOD OF USE	11293315	04/05/2022

U.S. Patent Applications

None.