

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1447837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
United Site Services of Nevada, Inc.	08/22/2024

RECEIVING PARTY DATA

Company Name:	Wilmington Trust, National Association, as Notes Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6997204
Patent Number:	7124769
Patent Number:	9346503

CORRESPONDENCE DATA**Fax Number:**

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: (202)835-7507
Email: jramos@milbank.com,DCIP@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	48450.00001
NAME OF SUBMITTER:	JAVIER RAMOS
SIGNATURE:	JAVIER RAMOS
DATE SIGNED:	08/28/2024

Total Attachments: 5

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PATENT

REEL: 068788 FRAME: 0538

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 22, 2024, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent (in such capacity, the “Notes Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of August 22, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement (this “Patent Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into that Indenture, dated as of August 22, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among VORTEX OPCO, LLC, a Cayman Islands limited liability company, as issuer, the guarantors party thereto from time to time, Wilmington Trust, National Association, as trustee and the Notes Collateral Agent, the Grantors hereby agree with the Notes Collateral 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. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and continuing security interest in and to all of the right, title and interest of such Grantor in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral) (collectively, “Patent Collateral”):

- (a) Patents of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral);
- (b) divisions, continuations (including, but not limited to, continuations-in-parts), reissues, and reexaminations thereof; and
- (c) all Proceeds 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 Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral 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 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. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing, without recourse, representation or warranty of any kind, the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 6. Counterparts; Etc. 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. The provisions of Section 13.11 of the Indenture are incorporated herein, *mutatis mutandis*.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. The provisions of Section 13.06 of the Indenture are incorporated herein, *mutatis mutandis*.

SECTION 8. Intercreditor Agreements. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Patent Security Agreement, the terms of such Intercreditor Agreement shall govern.

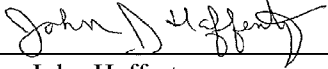
SECTION 9. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering this Patent Security Agreement not in its individual capacity, but solely in its capacity as the Notes Collateral Agent under the Security Agreement and the Indenture (as defined in the Security Agreement). In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Notes Collateral Agent in the Security Agreement and the Indenture, as if such rights, privileges, indemnities and immunities were set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

UNITED SITE SERVICES OF NEVADA, INC., as
Grantor

By: 
Name: John Hafferty
Title: Authorized Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: Karen Ferry
Name: Karen Ferry
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Patent Registrations:

OWNER	TITLE	REGISTRATION NUMBER	ISSUE DATE
UNITED SITE SERVICES OF NEVADA, INC.	HIGH RISE TOWER SANITARY SERVICE SYSTEM	6997204	February 14, 2006
UNITED SITE SERVICES OF NEVADA, INC.	HIGH RISE TOWER SANITARY SERVICE SYSTEM	7124769	October 24, 2006
UNITED SITE SERVICES OF NEVADA, INC.	TRAILER FOR TRANSPORTING A PORTABLE STRUCTURE	9346503	May 24, 2016