

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI562882

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
THERMOGRAPHIC MEASUREMENTS LIMITED		09/30/2024
RECEIVING PARTY DATA		
Company Name:	BARINGS FINANCE LLC	
Street Address:	300 SOUTH TRYON STREET,	
Internal Address:	SUITE 2500	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Application Number:	17576263	
Application Number:	17631764	
Application Number:	15832379	
Application Number:	15295431	
Application Number:	17942828	
Patent Number:	11608440	
Patent Number:	11225577	
Patent Number:	11346786	
Patent Number:	10759976	
Patent Number:	11467422	
Patent Number:	9752902	
Patent Number:	9163961	
Patent Number:	8702237	
Patent Number:	8388131	
Patent Number:	9810671	
Patent Number:	9134285	
Patent Number:	9486591	
Patent Number:	8663998	
Patent Number:	10324042	

PATENT

Property Type	Number
Patent Number:	9746421

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: 3124564206
Email: rsiddiqui@sidley.com
Correspondent Name: Mr. Raza Siddiqui
Address Line 1: One South Dearborn
Address Line 2: Sidley Austin LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	034632-31620
NAME OF SUBMITTER:	RAZA SIDDIQUI
SIGNATURE:	RAZA SIDDIQUI
DATE SIGNED:	10/15/2024

Total Attachments: 7
source=SpotSee - Patent Security Agreement (Thermographic Measurements Limited) (Executed)#page1.tiff
source=SpotSee - Patent Security Agreement (Thermographic Measurements Limited) (Executed)#page2.tiff
source=SpotSee - Patent Security Agreement (Thermographic Measurements Limited) (Executed)#page3.tiff
source=SpotSee - Patent Security Agreement (Thermographic Measurements Limited) (Executed)#page4.tiff
source=SpotSee - Patent Security Agreement (Thermographic Measurements Limited) (Executed)#page5.tiff
source=SpotSee - Patent Security Agreement (Thermographic Measurements Limited) (Executed)#page6.tiff
source=SpotSee - Patent Security Agreement (Thermographic Measurements Limited) (Executed)#page7.tiff

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 30, 2024 between the signatory hereto (the “**Grantor**”) in favor of **BARINGS FINANCE LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the USA Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain USA Pledge and Security Agreement, dated as of September 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**USA Pledge and Security Agreement**”; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the USA Pledge and Security Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the USA Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the USA Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the USA Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the USA Pledge and Security Agreement or the Credit Agreement, the provisions of the USA Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**THERMOGRAPHIC MEASUREMENTS
LIMITED,**
as the Grantor

DocuSigned by:
Robert Hutson
By: _____
B9A8C562D18A407...
Name: Robert L. Hutson
Title: Director

BARINGS FINANCE LLC, as Collateral Agent

A handwritten signature in black ink, appearing to read "P. Hartman", is written over a rectangular area with a light gray dot grid pattern.

By: _____

Name: Patrick Hartman

Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Grantor:	Title	Patent Number / Application Number:	Filed Date:	Priority Date:
Thermographic Measurements Limited	Compound for Use in Colour Change Compositions	11608440	2016-09-05	2016-09-05
Thermographic Measurements Limited	Temperature-Sensitive Indicator	17576263	2022-01-14	2016-09-05
Thermographic Measurements Limited	Temperature-Sensitive Indicator	11225577	2016-09-05	2016-09-05
Thermographic Measurements Limited	Colour Change Composition and Compounds	17/631764	2020-07-31	2020-07-31
Thermographic Measurements Limited	Meltable color changeable indicators with organic polymer cores and methods of making such meltable indicators and composites thereof	15832379	2017-12-05	2017-12-05
Thermographic Measurements Limited	High pressure sensitive color changeable indicators and methods of making such indicators	11346786	2018-10-09	2018-10-09
Thermographic Measurements Limited	Color changeable adhesives and methods of making such adhesives	10759976	2018-03-23	2018-03-23
Thermographic Measurements Limited	Color sensor with gas generating layer	15295431	2016-10-17	2016-10-17

Grantor:	Title	Patent Number / Application Number:	Filed Date:	Priority Date:
Thermographic Measurements Limited	Carbon Dioxide Sensing Color Changeable Dyes For Indicating Exposure, Methods of Making and Using Such Dyes, and Apparatuses Incorporating Such Dye	17942828	2022-09-12	2022-09-12
Thermographic Measurements Limited	Carbon dioxide sensing color changeable dyes for indicating exposure, methods of making and using such dyes, and apparatuses incorporating such dye	11467422	2014-05-30	2014-05-30
Thermographic Measurements Limited	Apparatus with timed color change indication	9752902	2015-09-08	2015-09-08
Thermographic Measurements Limited	Disposable ophthalmic/medical apparatus with timed color change indication	9163961	2013-03-12	2013-03-12
Thermographic Measurements Limited	Disposable ophthalmic/medical apparatus with timed color change indication	8702237	2012-11-29	2012-11-29
Thermographic Measurements Limited	Disposable ophthalmic/medical apparatus with timed color change indication	8388131	2009-07-16	2009-07-16
Thermographic Measurements Limited	Apparatus with timed color change indication	9810671	2015-08-10	2015-08-10
Thermographic Measurements Limited	Apparatus with timed color change indication	9134285	2013-02-28	2013-02-28

Grantor:	Title	Patent Number / Application Number:	Filed Date:	Priority Date:
Thermographic Measurements Limited	Color changeable dyes for indicating exposure, methods of making and using such dyes and apparatuses incorporating such dyes	9486591	2014-01-22	2014-01-22
Thermographic Measurements Limited	Color changeable dyes for indicating exposure, methods of making and using such dyes, and apparatuses incorporating such dyes	8663998	2011-12-09	2011-12-09
Thermographic Measurements Limited	Apparatuses, indicators, methods and kits with timed color change indication	10324042	2017-11-09	2017-11-09
Thermographic Measurements Limited	Apparatuses, indicators, methods and kits with timed color change indication	9746421	2013-09-23	2013-09-23

Patent Licenses

Thermographic Measurements Limited has a world-wide royalty-free license under United States Patent No. 11339296 (“Compound for use in colour change compositions”) owned by Societe Bic, pursuant to that certain Asset Transfer Agreement dated as of April 1, 2018, by and between Societe Bic and Thermographic Measurements Limited.