

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI695129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HASA, Inc.	11/14/2024
RECEIVING PARTY DATA	
Company Name:	Alter Domus (US) LLC, as Agent
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9382138
Patent Number:	8470143
CORRESPONDENCE DATA	
Fax Number:	7043311159
<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:	7043311000
Email:	christinaquinn@mvalaw.com,PTO_TMconfirmation@mvalaw.com
Correspondent Name:	John E. Slaughter III
Address Line 1:	100 North Tryon Street
Address Line 2:	Suite 4700
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003
ATTORNEY DOCKET NUMBER:	037632.000220
NAME OF SUBMITTER:	CHRISTINA QUINN
SIGNATURE:	CHRISTINA QUINN
DATE SIGNED:	12/13/2024
Total Attachments: 5	
source=2024 Second Lien PSA from HASA, Inc. to Alter Domus (US) LLC, as Agent#page1.tiff	
source=2024 Second Lien PSA from HASA, Inc. to Alter Domus (US) LLC, as Agent#page2.tiff	
source=2024 Second Lien PSA from HASA, Inc. to Alter Domus (US) LLC, as Agent#page3.tiff	
source=2024 Second Lien PSA from HASA, Inc. to Alter Domus (US) LLC, as Agent#page4.tiff	

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of January 10, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between Antares Capital LP, as the First Lien Agent, and Alter Domus (US) LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of November 14, 2024, is made by HASA, INC., a California corporation (the “Grantor”), in favor of ALTER DOMUS (US) LLC (“Alter Domus”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of January 10, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HASA ACQUISITION, LLC, a Delaware limited liability company (together with each other Person who becomes a borrower thereunder by execution of a joinder or similar acknowledgment thereto, each individually, a “Borrower” and collectively, the “Borrowers”), the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Alter Domus, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of January 10, 2023 in favor of Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations in part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Patent Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Patents subject to a security interest hereunder.

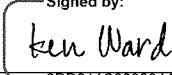
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

HASA, INC., as Grantor

Signed by:
By: 
Name: Ken Ward
Title: Chief Financial Officer

ACCEPTED AND AGREED
As of the date first above written:

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Pinju Chiu
Its: Associate Counsel

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
SECOND LIEN PATENT SECURITY AGREEMENT

Issued Patents and Patent Applications

ISSUED PATENTS

Description	Patent No.	Patent Date	Owner/Applicant
Advanced on-site water sanitization system having chlorine generation integrated with copper/silver ionization	9382138	7/5/16	HASA, INC.
Advanced chlorine generating system	8470143	6/25/13	HASA, INC.

PATENT APPLICATIONS

None.