

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI826635

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Patent Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
Acoustiflo, Ltd.			02/14/2025
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	10443624		
<b>Patent Number:</b>	10436207		
<b>Patent Number:</b>	9835176		
<b>Patent Number:</b>	11603848		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(202)835-7507		
<b>Email:</b>	jramos@milbank.com,DCIP@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.00313		
<b>NAME OF SUBMITTER:</b>	Mr. JAVIER RAMOS		
<b>SIGNATURE:</b>	/Mr. JAVIER RAMOS/		
<b>DATE SIGNED:</b>	03/03/2025		
<b>Total Attachments: 5</b>			
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**PATENT**

**REEL: 070379 FRAME: 0222**

## **PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT**, dated as of February 14, 2025 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Acoustiflo, Ltd., a Colorado limited liability company (the “**Grantor**”) in favor of Goldman Sachs Bank USA, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to that certain Pledge and Security Agreement dated as of June 21, 2021 (as supplemented by the Pledge Supplement dated September 24, 2021, as supplemented by the Pledge Supplement No. 2, dated November 16, 2022, as supplemented by the Pledge Supplement No. 3, dated August 12, 2024, and as further supplemented by the Pledge Supplement No. 4, dated as of the date hereof, the “**Pledge and Security Agreement**”) between the grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is 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, the 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 in Patents**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”):

all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each United States patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include or the security interest granted under Section 2 hereof attach to any Excluded 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 the Secured Parties pursuant to the Pledge and Security Agreement, and the 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 (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

#### **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. Delivery of an executed counterpart by "pdf" or other electronic transmission shall be deemed to be an original and any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Remainder of page intentionally left blank]

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

**ACOUSTIFLO, LTD.**



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

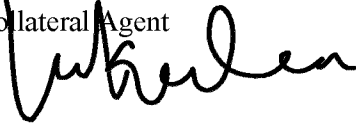
Name: Aaron VanGetson

Title: Vice President and Assistant Secretary

Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:



\_\_\_\_\_  
Authorized Signatory

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

**UNITED STATES PATENTS AND PATENT APPLICATIONS**

Title	Application No.	Filing Date	Patent No.	Issue Date
Modular fan unit apparatus and methods	15/820140	21-NOV-2017	10443624	15-OCT-2019
Automatic Fan Inlet Closure Apparatus and Methods	15/190013	22-JUN-2016	10436207	08-OCT-2019
Fan inlet air handling apparatus and methods	14/245947	04-APR-2014	9835176	05-DEC-2017
Automated fan inlet damper closure apparatus	16/897204	09-JUN-2020	11603848	14-MAR-2023