### 509075557 03/12/2025

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI882741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
Burrell Scientific, LLC	03/12/2025

#### **RECEIVING PARTY DATA**

Company Name:	BMO Bank N.A., as Agent	
Street Address:	320 S. Canal Street, 14th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	9511334

#### **CORRESPONDENCE DATA**

**Fax Number:** 3125774565

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: 3125778265

**Email:** kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic
Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-231
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	03/12/2025

#### **Total Attachments: 5**

source=[executed] bmo cedarlane patent security agreement final 2025 (burrell scientific)#page1.tiff source=[executed] bmo cedarlane patent security agreement final 2025 (burrell scientific)#page2.tiff source=[executed] bmo cedarlane patent security agreement final 2025 (burrell scientific)#page3.tiff source=[executed] bmo cedarlane patent security agreement final 2025 (burrell scientific)#page4.tiff source=[executed] bmo cedarlane patent security agreement final 2025 (burrell scientific)#page5.tiff

PATENT 509075557 REEL: 070489 FRAME: 0562

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 12<sup>th</sup> day of March, 2025, by Burrell Scientific, LLC a Pennsylvania limited liability company ("Grantor"), in favor of BMO Bank N.A., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

#### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 12, 2025 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain US Guarantee and Collateral Agreement dated as of March 12, 2025, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing and hereafter created, acquired or arising:
  - (i) each Patent and application for Patent listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof; and
  - (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.
- 3. GOVERNING LAW. THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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- 4. <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto were upon the same instrument. Signatures by facsimile or other electronic communication of this Agreement shall bind the parties to the same extent as would a manually executed counterpart.
- 5. <u>Financing Document</u>. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the term and provisions therein regarding Financing Documents and shall otherwise be subject to all of the general terms and conditions contained in Article 12 of the Credit Agreement, *mutatis mutandis* as if more fully set forth herein, and the parties hereto agree to such terms.

[Signature Page Follows]

PATENT REEL: 070489 FRAME: 0564 IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BURRELL SCIENTIFIC, LLC,** 

as Grantor

By:

Name: Michael Kinzler

Title:

Chief Financial Officer and Treasurer

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Agreed and Accepted As of the Date First Written Above:

BMO BANK N.A.,

as Agent

By: \_\_\_\_\_\_\_Name: Jonathon Ellis

Its: Director

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# SCHEDULE 1

## **Patent Registrations**

Patent Description	Patent Number	Registration Date	Jurisdiction
Clamp for a fluid container and	9511334	12/6/16	USA
method of use thereof			

Patent Applications: None.

**RECORDED: 03/12/2025** 

PATENT REEL: 070489 FRAME: 0567