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Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Stewart Warner Alemite Licensco Inc.

0.7.1.02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Security

Execution Date: June 14, 2002

2. Name and address of receiving party(ies)

Name: AmSouth Bank, as Agent

Internal Address: c/o AmSouth Capital Corp.

Street Address: 350 Park Avenue, 20 Floor

City: New York State: NY Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) 4,756,230

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lauren Bernstein, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Johanne R. Rémy

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 6

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 013045 FRAME: 0136

SCHEDULE 1-A

<u>Patent</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Number</u>
Sound Attenuator for Pneumatic Motors	United States	Issued 7/12/88	# 4,756,230
Dual Mode Grease Gun	United States	Issued 5/10/98	# D295599
Pneumatically Controlled Air Motor	United States	Issued 10/3/89	# 4,870,891
Manufacture of Grease Fittings and Blanks	United States	Issued 5/25/99	# 5,906,047
Curved Grease fittings	United States	Issued 8/19/97	# D382,575
Rounded Corner Grease fittings	United States	Issued 8/19/97	# D382,574
Mist Generating Head	United States	Issued 5/23/00	# 6,065,689
Oil Mist Generating System and Method	United States	Issued 12/26/00	# 6,167,318
Lever Operated Lubricator	United States	Issued 12//24/85	# 4,560,095
Dual Mode Grease Gun	United States	Issued 5/12/87	# 4,664,298
Automatic Lubrication Assembly	United States	Issued 1/29/85	# 4,496,030
Dual Mode Pistol-Grip Grease Gun	United States	Issued 1/11/94	# 5,277,339
Lubrication Work Station	United States	Issued 2/2/93	# D332,957
Bottle	United States	Issued 9/29/92	# D 329,812
Console	United States	Issued 12/26/00	# 6,167,318
Fluid Flow Control Valve and Actuating Mechanism	United States	Issued 3/7/00	# 6,032,922
Brake Mechanism for Control of Vertical Motion of A Vertically Aligned Adjustable Drain Tube	United States	Issued 8/31/99 and 4/25/00	# 5,944,146 # 6,053,288

GRANT OF SECURITY

(PATENTS)

WHEREAS, Stewart Warner Alemite Licensco Inc. (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1-A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein, are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

WHEREAS, when the Secured Obligations (other than contingent indemnification obligations) have been indefeasibly paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired, this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge termination of this Assignment for Security and will release the Patents from the security interest created hereby and under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and

granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 350 Park Avenue, 20th Floor, New York, New York 10022.

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 14 day of June, 2002.

STEWART WARNER ALEMITE LICENSCO
INC.

By: Eric D. Bommer

Name:

Title:

Eric D. Bommer

VP and Assistant Secretary

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 14 day of June, 2002.

STEWART WARNER ALEMITE LICENSCO
INC.

By: Eric D. Bommer

Name: Eric D. Bommer
Title: VP and Assistant Secretary

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RECORDED: 07/01/2002

PATENT
REEL: 013045 FRAME: 0141