

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sunnen Products Company	03/31/2013
RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza
City:	Saint Louis
State/Country:	MISSOURI
Postal Code:	63101
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	5433656
Patent Number:	5707278
Patent Number:	5663886
Patent Number:	6074282
Patent Number:	6527620
Patent Number:	6780084
Patent Number:	7727051
Patent Number:	8348718
Patent Number:	7371149
Patent Number:	7575502
Patent Number:	8277280
Patent Number:	8095853
Patent Number:	8095859
Application Number:	12439927
Application Number:	13321283

CH \$600.00 5433656

CORRESPONDENCE DATA

Fax Number: 3146673633

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Matthew J. Himich

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Address Line 2: Thompson Coburn LLP

Address Line 4: Saint Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-75501
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NAME OF SUBMITTER:	Matthew J. Himich
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Signature:	/Matthew J. Himich/
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Date:	04/23/2013
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Total Attachments: 7

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**FIRST AMENDMENT TO
AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is made and entered into as of March 31, 2013, by and between **SUNNEN PRODUCTS COMPANY**, a Delaware corporation ("Debtor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as agent (in such capacity, "Agent") for the ratable benefit of Lenders from time to time party to the Second Amended and Restated Loan Agreement dated as of November 18, 2011, by and among Debtor, Agent, and Lenders, as the same may from time to time be amended, modified, extended, renewed or restated, and has reference to the following facts and circumstances (the "Recitals"):

A. Debtor previously executed the Amended and Restated Patent, Trademark and Security Agreement dated as of November 18, 2011, in favor of Agent for the ratable benefit of Lenders (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment).

B. Debtor and Agent desire to amend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent hereby agree as follows:

1. **Recitals.** The Recitals are true and correct, and, together with the defined terms set forth therein, are incorporated herein by this reference.

2. **Amendment to Agreement.** Schedule A to the Agreement is deleted and replaced with Schedule A hereto and incorporated by reference.

3. **References to the Agreement.** All references in the Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment.

4. **Full Force and Effect.** Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

5. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of Debtor, Agent, Lenders and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations under the Agreement as amended by this Amendment.

6. **Representations and Warranties.** Debtor hereby represents and warrants to Agent that:

(a) the execution, delivery and performance by Debtor of this Amendment are within the corporate powers of Debtor, have been duly authorized by all necessary corporate action and require no action by or in respect of, consent of or filing or recording with, any governmental or regulatory body, instrumentality, authority, agency or official, or any other Person;

(b) the execution, delivery and performance by Debtor of this Amendment does not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of the Articles of Incorporation or Bylaws of Debtor, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality authority, agency or official or any agreement, document or instrument to which Debtor is a party or by which Debtor or any of its Property is bound or to which Debtor or any of its Property is subject;

(c) this Amendment has been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) all of the representations and warranties made by Debtor in the Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment; and

(e) as of the date of this Amendment, no Default or Event of Default under or within the meaning of the Agreement has occurred and is continuing.

7. **Release.** In consideration for Agent's agreement to the terms of this Amendment, Debtor, and its agents, employees, successors, and assigns hereby unconditionally release, acquit, waive and forever discharge Agent and Lender and their successors, assigns, directors, officers, agents, employees, representatives and attorneys from any and all liabilities, claims, causes of action or defenses, if any, and for any action taken or for any failure to take any action, existing at any time prior to the execution of this Amendment.

8. **Inconsistency.** In the event of any inconsistency or conflict between this Amendment and the Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

9. **Missouri Law.** This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Agent and Debtor have executed this Amendment as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE-
AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

Debtor:

SUNNEN PRODUCTS COMPANY

By: 

Robert A. Ludwig, Chief Financial Officer and Treasurer

Agent:

U.S. BANK NATIONAL ASSOCIATION, as Agent and Lender

By: _____

Daniel R. Kraus, Vice President

**SIGNATURE PAGE-
AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

SUNNEN PRODUCTS COMPANY

By: _____
Robert A. Ludwig, Chief Financial Officer and Treasurer

Agent:

U.S. BANK NATIONAL ASSOCIATION, as Agent and Lender

By:  _____
Daniel R. Kraus, Vice President

SCHEDULE A

(see attached chart)

SCHEDULE 4.16

Patents, Trademarks, Copyrights and Licenses

(see attached chart)

CURRENT SUNNEN PRODUCTS COMPANY PATENTS

CASE #	TITLE	PATENT #	DATE FILED	DATE ISSUED	EXPIRATION	INVENTORS
H-75	Linkage Controlled Spring Powered Feed System	5,433,656	14-Apr-1993	18-Jul-1995	14-Apr-2013	D. Cloutier, M. Maibach, D. Mochn
H-80	Honing Tool and Method for Manufacturing Same	5,707,278	3-Jul-1996	13-Jun-1998	3-Jul-2016	C. Koss
H-81	Machine Tool Graphical Display Device for Displaying Machine Load Relative to Tool Position	5,653,886	2-Jun-1995	2-Sep-1997	2-Jun-2015	K. Jurek
H-82	External Bore and Method of Making and Using the Same	6,074,282	26-Mar-1997	13-Jun-2000	26-Mar-2017	I. Schimweg
H-83	Honing Tool Used to Finish Blind Holes in Workpieces & the Method of Using Such Tool	6,527,620	21-Jun-1998	4-Mar-2000	21-Jun-2018	I. Schimweg, R. Modlenberg, D. Mochn
H-83 div	Method for Honing Blind Bore in Workpiece	6,780,084	3-Mar-2003	24-Aug-2004	3-Mar-2023	I. Schimweg, R. Modlenberg, D. Mochn
H-89 pct	Servo Stepping Apparatus and System	7,727,051	22-Jun-2005	1-Jun-2010	22-Jun-2025	I. Martin, R. Jacobsmeyer, C. Mkh, D. Mochn, M. Nitzert
H-89 div	Servo Stepping Method and System for Producing Special Shapes	8,348,718	11-May-2010	8-Jun-2013	11-May-2030	I. Martin, R. Jacobsmeyer, C. Mkh, D. Mochn, M. Nitzert
H-90 pct	Honing Feed System Having Full Control of Feed Force, Rate and Position	7,571,149	7-Sep-2005	13-May-2008	17-Nov-2026	D. Cloutier, T. Hoh, R. Jacobsmeyer
H-90 div	Method of Operating Honing Feed System Having Full Control of Feed Force	7,573,402	12-Jun-2008	18-Aug-2009	12-Jun-2028	D. Cloutier, T. Hoh, R. Jacobsmeyer, M. Nitzert
H-90 div-ep	Honing Feed System and Method Employing Rapid Tool Advancement and Feed Force Signal Conditioning	8,277,288	17-Aug-2009	2-Oct-2012	17-Aug-2029	D. Cloutier, T. Hoh, R. Jacobsmeyer, M. Nitzert
H-91	Pre- and Post-process Bore Chasing Using a Honing Feed System Equipped with Feed Force Sensing	8,046,853	5-Sep-2006	17-Jun-2012	5-Sep-2026	D. Mochn, T. Hoh, D. Cloutier
H-92	Automatic Control of Machine Parameters by Completely Integrating a Onge System into the Machine Control	pending	5-Sep-2006			T. Hoh, C. Mkh
H-93	Honing Tool Having Enhanced Wear Resistance Properties	8,046,859	18-Dec-2008	17-Jun-2012	18-Dec-2028	Schimweg
H-94	Automated Bore Lapping Process	pending	22-May-2009			D. Cloutier, S. Alcock, T. Hoh, R. Jacobsmeyer
H-95	Honing Tool Holder with a Feed System Powered by Spring Force & Actuated by Spindle Rotation	pending	1-Oct-2010			D. Cloutier
H-96	Honing Tool Holder with a Feed System Powered by Through-the-Spindle Coolant Pressures & Actuated... Rotation	pending	1-Oct-2010			D. Cloutier
H-97	Improved Bore Lapping Tool	pending	18-Oct-2010			D. Cloutier

Effective June 8, 1995, the term of a U.S. patent is 20 years from the filing date, instead of 17 years from the issue date. The term of foreign patents vary from country to country- usually 15 or 20 years from either the filing or issue date.

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