

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2643219

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN EQUIPMENT & MACHINE, INC.	12/05/2013
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION, AS PRIORITY LIEN COLLATERAL TRUSTEE
Street Address:	60 LIVINGSTON AVENUE
Internal Address:	EP-MN-WS3C
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55107-2292
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13429075
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
Phone:	312-993-2622
Email:	gayle.grocke@lw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	GAYLE D. GROCKE
Address Line 1:	233 S. WACKER DRIVE
Address Line 2:	SUITE 5800
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	049646-0164
NAME OF SUBMITTER:	GAYLE D. GROCKE
Signature:	/gdg/
Date:	12/10/2013

CH \$40.00 13429075

**Total Attachments: 5**

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**AMENDED AND RESTATED PATENT SECURITY AGREEMENT (PRIORITY LIEN)**

This **AMENDED AND RESTATED PATENT SECURITY AGREEMENT**, dated as of **December 5, 2013** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Priority Lien Collateral Trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Priority Lien Collateral Trustee**”).

**WHEREAS**, the Grantor is a party to an Amended and Restated Priority Lien Debt Pledge and Security Agreement dated as of December 5, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Priority Lien Collateral Trustee pursuant to which the Grantor granted a security interest to the Priority Lien Collateral Trustee in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

**WHEREAS**, this Agreement amends and restates that certain Patent Security Agreement (Priority Lien) dated as of May 24, 2013 (the “**Existing Agreement**”) by American Equipment & Machine, Inc. in favor of U.S. Bank National Association, as Priority Lien Collateral Trustee (as defined therein).

**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 Priority Lien Collateral Trustee to amend and restate the Existing Agreement 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**

The Grantor hereby grants to the Priority Lien Collateral Trustee, 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 of its 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 patent and patent application listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all claims, damages,

and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Priority Lien Collateral Trustee 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 Priority Lien Collateral Trustee 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. 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.

**SECTION 6. Effect of Restatement**

This Agreement amends and restates the Existing Agreement in its entirety, and nothing in this Agreement shall be deemed to constitute a novation of the Existing Agreement. This Agreement does not evidence a termination and re-granting of the security interests and Liens granted under the Existing Agreement and such security interests and Liens shall be continuing in all respects.

[Remainder of page intentionally left blank]

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

AMERICAN EQUIPMENT & MACHINE, INC.

By: 

Name: Robert D. Moore

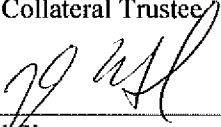
Title: Authorized Signatory

[Signature Page to Priority Patent Security Agreement]

**PATENT**  
**REEL: 031793 FRAME: 0494**

Accepted and Agreed:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Priority Lien Collateral Trustee

By:  \_\_\_\_\_  
Authorized Signatory

[Signature Page to Priority Patent Security Agreement]

**PATENT**  
**REEL: 031793 FRAME: 0495**

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT (PRIORITY LIEN)**

**PATENTS AND PATENT APPLICATIONS**

<u>Title</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
TAIL DRIVE ASSEMBLY	Published	13/429,075	23 Mar 2012			American Equipment & Machine, Inc.

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