

02/03/2014

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

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

KMT Waterjet Systems, Inc.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) January 31, 2014

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Ally Commercial Finance LLC, as Agent

Internal Address: \_\_\_\_\_

Street Address: 1185 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10036

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

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

A. Patent Application No.(s)

See attached Schedule A

☐ This document is being filed together with a new application.

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: CT Lien Solutions

Internal Address: \_\_\_\_\_

Street Address: 187 Wolf Rd

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 88**

7. Total fee (37 CFR 1.21(h) & 3.41) \$3,520-

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

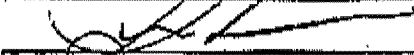
**8. Payment Information**

a. Credit Card Last 4 Numbers 0974  
Expiration Date 3-12

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

January 31, 2014

Date

Leslie Kirsner

Name of Person Signing

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

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22313-1480

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Continuation of the information in Item 1 (Patent Recordation form cover sheet Security Interest)

Name of additional Conveying Parties:

KMT Robotic Solutions, Inc.

Flow International Corporation

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**PATENT APPLICATIONS AND ISSUED PATENTS**

Patent Owner	Patent Title	Application No.	Patent No.	Country
KMT Robotic Solutions, Inc.	Compliance device for trimming a workpiece	9/17/2003	7073423 7/11/2006	U.S.
KMT Robotic Solutions, Inc.	A system and method of locating relative positions of objects	7/3/08	PCT Expired WO 2008/109801	U.S.
KMT Robotic Solutions, Inc.	A system and method of locating relative positions of objects	12/044,240 3/7/2008	Utility Patent File Pending	U.S.
KMT Robotic Solutions, Inc.	Long reach impingement nozzle for use in robotic water cleaning systems	13/234,650 9/16/2011	Utility Patent File Pending	U.S.
KMT Robotic Solutions, Inc.	Long reach impingement nozzle	9/17/2010	D638,911 5/31/2011	U.S.
KMT Waterjet Systems, Inc.	INTEGRITY SENSOR FOR FLUID JET NOZZLE	6/22/1992	5232155 8/3/1993	U.S.
KMT Waterjet Systems, Inc.	HYDRAULIC PLUNGER REPLACEMENT METHOD AND DEVICE	7/28/1993	5396831 3/14/1995	U.S.
KMT Waterjet Systems, Inc.	QUICK ASSEMBLY WATERJET NOZZLE	5/29/1996	5794858 8/18/1998	U.S.
KMT Waterjet Systems, Inc.	WATERJET ORIFICE ASSEMBLY	1/27/1997	5848753 12/15/1998	U.S.
KMT Waterjet Systems, Inc.	BACK-UP RINGS FOR HIGH PRESSURE SEALS, PACKING ASSEMBLY, AND PUMPS INCORPORATING SAME	12/14/2001	6769695 8/3/2004	U.S.
KMT Waterjet Systems, Inc.	HIGH PRESSURE ATTENUATOR	1/29/2003	6712096 3/30/2004	U.S.
KMT Waterjet Systems, Inc.	HIGH PRESSURE CYLINDER ASSEMBLY FOR PUMPS	4/29/2005	D531643 11/7/2006	U.S.

Applicant	Invention	Filed	Pub. No.	Country
KMT Waterjet Systems, Inc.	CUTTING HEAD FOR FLUID JET MACHINE WITH INDEXING FOCUSING DEVICE	8/2/2007	7922566 4/12/2011	U.S.
KMT Waterjet Systems, Inc.	INNER PACKING ELEMENT FOR A HIGH PRESSURE SEAL	2/11/2009	D631142 1/18/2011	U.S.
KMT Waterjet Systems, Inc.	OUTER FOLLOWER ELEMENT FOR A HIGH PRESSURE SEAL	2/11/2009	D616966 6/1/2010	U.S.
KMT Waterjet Systems, Inc.	SEAL RING	7/13/2012	D681176 4/30/2013	U.S.
KMT Waterjet Systems, Inc.	HIGH PRESSURE PUMP INCLUDING HOLLOW STUD	13/228685 9/9/2011	Utility Patent Filing Pending	U.S.
KMT Waterjet Systems, Inc.	HIGH PRESSURE PUMP INCLUDING HOLLOW STUD	PCT/US201 1/050937 9/9/2011	Utility Patent Filing Pending	Patent Cooperatio n Treaty
KMT Waterjet Systems, Inc.	ABRASIVE WATERJET FOCUSING TUBE RETAINER AND ALIGNMENT DEVICE	13/289756 11/4/2011	Utility Patent Filing Pending	U.S.
KMT Waterjet Systems, Inc.	ABRASIVE WATERJET FOCUSING TUBE RETAINER AND ALIGNMENT DEVICE	PCT/US201 2/058709 10/4/2012	PCT Pending	Patent Cooperatio n Treaty
KMT Waterjet Systems, Inc.	GASKETLESS HIGH PRESSURE CONNECTION	61/545236 10/9/2012	Provisional Application Expired	U.S.
KMT Waterjet Systems, Inc.	GASKETLESS HIGH PRESSURE CONNECTION	PCT/US201 2/059359 10/9/2012	PCT/ Pending	Patent Cooperatio n Treaty
KMT Waterjet Systems, Inc.	HIGH PRESSURE SEALING ARRANGEMENT	13/549232 7/13/2012	Utility Patent Pending	U.S.
Flow International Corporation	ABRASIVE FLUID JET SYSTEM	08/11/1995	5643058 07/01/1997	U.S.
Flow International Corporation	APPARATUS AND METHOD FOR DETECTING MALFUNCTIONS IN HIGH-PRESSURE FLUID PUMPS	02/10/2003	6970793 11/29/2005	U.S.

Applicant	Invention	Priority Date	Patent Number	Country
Flow International Corporation	APPARATUS AND METHOD FOR DIAGNOSING THE STATUS OF SPECIFIC COMPONENTS IN HIGH-PRESSURE FLUID PUMPS	09/16/1997	6092370 07/25/2000	U.S.
Flow International Corporation	APPARATUS AND METHODS FOR RECOVERING ABRASIVE FROM AN ABRASIVE-LADEN FLUID FOR USE WITH ABRASIVE JET CUTTING SYSTEMS	08/25/1999	6361416 03/26/2002	U.S.
Flow International Corporation	APPARATUS AND PROCESS FOR FORMATION OF Laterally Directed Fluid Jets	09/18/2007	8448880 05/28/2013	U.S.
Flow International Corporation	APPARATUS AND PROCESS FOR FORMATION OF Laterally Directed Fluid Jets	13/725239 12/21/2012		U.S.
Flow International Corporation	APPARATUS FOR FLUID JET FORMATION	06/21/2004	6945859 09/20/2005	U.S.
Flow International Corporation	APPARATUS FOR GENERATING AND MANIPULATING A HIGH-PRESSURE FLUID JET	08/27/2001	7464630 12/16/2008	U.S.
Flow International Corporation	APPARATUS FOR GENERATING AND MANIPULATING A HIGH-PRESSURE FLUID JET	01/14/2008	7703363 04/27/2010	U.S.
Flow International Corporation	AUTOMATED DETERMINATION OF JET ORIENTATION PARAMETERS IN THREE-DIMENSIONAL FLUID JET CUTTING	05/21/2010	8423172 04/16/2013	U.S.
Flow International Corporation	AUTOMATED DETERMINATION OF JET ORIENTATION PARAMETERS IN THREE-DIMENSIONAL FLUID JET CUTTING	13/802085 03/13/2013		U.S.

Applicant	Invention	Patent Number	Issue Date	Country
Flow International Corporation	AWI ROBOTIC MACHINING CENTER aka FLUID JET CUTTING SYSTEMS, COMPONENTS AND METHODS THAT FACILITATE IMPROVED WORK ENVIRONMENTS	14/065,255	10/28/2013	U.S.
Flow International Corporation	BIASED SEAL ASSEMBLY FOR HIGH PRESSURE FLUID PUMP	05/01/1998	6145845 11/14/2000	U.S.
Flow International Corporation	CATCHER TANK ASSEMBLY OF WATERJET CUTTING SYSTEM	13/193435 07/28/2011		U.S.
Flow International Corporation	COMPONENTS, SYSTEMS AND METHODS FOR FORMING A GASKETLESS SEAL BETWEEN LIKE METAL COMPONENTS IN AN ULTRAHIGH PRESSURE SYSTEM	01/02/2002	6802541 10/12/2004	U.S.
Flow International Corporation	CONTOUR FOLLOWER FOR TOOL	08/19/2004	7331842 02/19/2008	U.S.
Flow International Corporation	COUPLER ASSEMBLY AND DRIVE SYSTEMS INCLUDING SAME	13/194,586 07/29/2011		U.S.
Flow International Corporation	COUPLING FOR HIGH PRESSURE FLUID PUMP ASSEMBLY	09/18/1997	6113304 09/05/2000	U.S.
Flow International Corporation	COVER FOR WATERJET ASSEMBLY	08/27/2001	D469788 02/04/2003	U.S.
Flow International Corporation	COVER FOR WATERJET ASSEMBLY	10/16/2002	D484153 12/23/2003	U.S.
Flow International Corporation	DEVICE AND METHOD FOR MAINTAINING A STATIC SEAL OF A HIGH PRESSURE PUMP	04/10/2008	8277206 10/02/2012	U.S.
Flow International Corporation	DEVICE FOR MAINTAINING A STATIC SEAL OF A HIGH PRESSURE PUMP	10/01/2003	7367789 05/06/2008	U.S.
Flow International Corporation	ELEMENTS FOR A SUPERPRESSURE STATIC FLUID SEAL	12/27/2001	D515675 02/21/2006	U.S.

Schedule I-4

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Applicant	Invention	Filed	Pub. No.	Country
Flow International Corporation	EROSION RESISTANT HIGH PRESSURE RELIEF VALVE	12/28/1994	5564469 10/15/1996	U.S.
Flow International Corporation	FLUID DISTRIBUTION COMPONENTS OF HIGH-PRESSURE FLUID JET SYSTEMS	13/665774 10/31/2012		U.S.
Flow International Corporation	FLUID JET RECEIVING RECEPTACLES AND RELATED FLUID JET CUTTING SYSTEMS AND METHODS	13/782916 03/01/2013		U.S.
Flow International Corporation	FLUID JET RECEIVING RECEPTACLES WITH RECEPTACLE COVERS AND RELATED FLUID JET CUTTING SYSTEMS AND METHODS	61/780233 03/13/2013		U.S.
Flow International Corporation	FLUID JET RECEPTACLE WITH ROTATABLE INLET FEED COMPONENT AND RELATED FLUID JET CUTTING SYSTEM AND METHOD	13/473280 05/16/2012		U.S.
Flow International Corporation	FLUID SYSTEM AND METHOD FOR THIN KERF CUTTING AND IN-SITU RECYCLING	03/09/2007	7934977 05/03/2011	U.S.
Flow International Corporation	FLUID SYSTEM AND METHOD FOR THIN KERF CUTTING AND IN-SITU RECYCLING	10/07/2008	8147293 04/03/2012	U.S.
Flow International Corporation	HIGH FATIGUE LIFE FITTINGS FOR HIGH-PRESSURE FLUID SYSTEMS	08/19/2004	7748750 07/06/2010	U.S.
Flow International Corporation	HIGH FATIGUE LIFE FITTINGS FOR HIGH-PRESSURE FLUID SYSTEMS	05/21/2010	8430430 04/30/2013	U.S.
Flow International Corporation	HIGH PRESSURE FLUID SEAL ASSEMBLY	09/18/1997	6086070 07/11/2000	U.S.
Flow International Corporation	METHOD AND APPARATUS FOR FLUID JET FORMATION	03/24/1999	6280302 08/28/2001	U.S.

Applicant	Invention	Filed	Pub. No.	Pub. Date
Flow International Corporation	METHOD AND APPARATUS FOR FLUID JET FORMATION	07/31/2001	6752686 06/22/2004	U.S.
Flow International Corporation	METHOD AND APPARATUS FOR FLUID JET FORMATION	07/31/2001	6464567 10/15/2002	U.S.
Flow International Corporation	METHOD AND APPARATUS FOR SEALING AN ULTRAHIGH-PRESSURE FLUID SYSTEM	04/25/2003	7247006 07/24/2007	U.S.
Flow International Corporation	METHOD AND APPARATUS FOR SEALING AN ULTRAHIGH-PRESSURE FLUID SYSTEM	11/13/2006	7368424 08/04/2009	U.S.
Flow International Corporation	METHOD AND APPARATUS FOR ULTRA HIGH PRESSURE WATER JET PEENING	05/13/1997	5778713 07/14/1998	U.S.
Flow International Corporation	METHOD AND SYSTEM FOR AUTOMATED SOFTWARE CONTROL OF WATERJET ORIENTATION PARAMETERS	08/27/2001	6766216 07/20/2004	U.S.
Flow International Corporation	METHOD AND SYSTEM FOR AUTOMATED SOFTWARE CONTROL OF WATERJET ORIENTATION PARAMETERS	03/04/2004	6996452 02/07/2006	U.S.
Flow International Corporation	METHOD FOR FLUID JET FORMATION	06/28/2004	6875084 04/05/2005	U.S.
Flow International Corporation	METHOD FOR PREPARING SURFACES WITH AN ULTRAHIGH-PRESSURE FAN JET	03/29/1995	5312318 04/30/1996	U.S.
Flow International Corporation	METHOD OF USING A CONTOUR FOLLOWER	04/05/2007	7803036 09/28/2010	U.S.
Flow International Corporation	MIXING TUBE FOR A WATERJET SYSTEM	12/154313 05/21/2008		U.S.
Flow International Corporation	MULTIPLE SEGMENT HIGH PRESSURE FLUIDJET NOZZLE AND METHOD OF MAKING THE NOZZLE	07/31/2001	6851627 02/08/2005	U.S.



Applicant	Patent Title	Issue Date	Patent Number	Country
Flow International Corporation	ORIFICE MOUNT FOR HIGH-PRESSURE FLUID JET SYSTEM	04/01/2002	D480783 10/14/2003	U.S.
Flow International Corporation	ORIFICE MOUNT FOR HIGH-PRESSURE FLUID JET SYSTEM	04/01/2002	D470566 02/18/2003	U.S.
Flow International Corporation	PRESSURE COMPENSATION DEVICE FOR HIGH-PRESSURE LIQUID PUMP	06/16/1994	5380159 01/10/1995	U.S.
Flow International Corporation	PROCESS AND APPARATUS FOR SURFACE FINISHING	12/14/2006	8187056 05/29/2012	U.S.
Flow International Corporation	PROCESSES AND APPARATUSES FOR ENHANCED CUTTING USING BLENDS OF ABRASIVE MATERIALS	11/17/2008	8308525 11/13/2012	U.S.
Flow International Corporation	SCREW DRIVE METHOD AND APPARATUS	03/23/1998	6000308 12/14/1999	U.S.
Flow International Corporation	SEAL CARRIER FOR ULTRAHIGH-PRESSURE FLUID SYSTEM	11/13/2006	D561877 02/12/2008	U.S.
Flow International Corporation	SEAL SEAT FOR HIGH PRESSURE PUMPS AND VESSELS	10/30/1998	6162031 12/19/2000	U.S.
Flow International Corporation	SELF-VENTING SEAL ASSEMBLY	11/18/1994	5493954 02/27/1996	U.S.
Flow International Corporation	SENSOR LEG ASSEMBLY FOR A CONTOUR FOLLOWER	04/05/2007	7578210 08/25/2009	U.S.
Flow International Corporation	SPRAY SHIELD FOR WATERJET SYSTEMS	08/27/2001	D460094 07/09/2002	U.S.
Flow International Corporation	SYSTEM AND METHOD FOR TOOL TESTING AND ALIGNMENT	09/09/2010	8401692 03/19/2013	U.S.
Flow International Corporation	TUNABLE ULTRAHIGH-PRESSURE NOZZLE	12/22/1995	5730358 03/24/1998	U.S.
Flow International Corporation	VENTED CUTTING HEAD BODY FOR ABRASIVE JET SYSTEM	06/23/2008	8210908 07/03/2012	U.S.

Company Name	Patent Title	Patent Number	Patent Date	Country
Flow International Corporation	WATERJET CUTTING SYSTEM WITH STANDOFF DISTANCE CONTROL	13/194579	07/29/2011	U.S.
Flow International Corporation	WORKPIECE FIXTURE OF FLUID JET CUTTING SYSTEM	61/738029	12/17/2012	U.S.
Flow International Corporation	ZERO-TORQUE ORIFICE MOUNT ASSEMBLY	11/28/2005	7862405 01/04/2011	U.S.
Flow International Corporation	ABRASIVE SLURRY DELIVERY SYSTEMS AND METHODS	61/919554	12/20/2013	U.S.
Flow International Corporation	HIGH-PRESSURE WATERJET CUTTING HEAD SYSTEMS, COMPONENTS AND RELATED METHODS	14/156315	01/15/2014	U.S.

## GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of January 31, 2014, by each of the undersigned (collectively, the "Grantors"), in favor of ALLY COMMERCIAL FINANCE LLC, as Agent.

### WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of January 31, 2014 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), among WATERJET HOLDINGS, INC., a Delaware corporation, THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO, and ALLY COMMERCIAL FINANCE LLC, as Agent.

WHEREAS, each Grantor is required to execute and deliver to the Agent this Patent Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Revolving Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Patents and Patent Licenses constituting Collateral owned by such Grantor (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Patents set forth in Schedule I.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Revolving Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Patent Collateral granted hereby are more fully set forth in the 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 Patent Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Patent Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Patent Security Agreement as to the parties hereto and may be used in lieu of the original Patent Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Patent Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally Commercial Finance LLC, as Agent, pursuant to this Patent Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally Commercial Finance LLC, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

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

KMT WATERJET SYSTEMS, INC.  
KMT ROBOTIC SOLUTIONS, INC.  
FLOW INTERNATIONAL  
CORPORATION

By: 

Name: Paul Bamatter

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ALLY COMMERCIAL FINANCE LLC,  
as Agent

By: 

Name: Eric S. Miller  
Title: Managing Director

Signature Page to Grant of Security Interest in Patents