503001413 10/01/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3048012

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Execution Date
AJAX TOCCO MAGNETHERMIC CORPORATION	09/30/2014
RB&W MANUFACTURING LLC	09/30/2014
SNOW DRAGON LLC	09/30/2014

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	1300 EAST NINTH STREET, 13TH FLOOR
City:	CLEVELAND
State/Country:	ОНЮ
Postal Code:	44114

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	8728196
Patent Number:	8502631
Patent Number:	8540827
Application Number:	13873899
Application Number:	13503705
Application Number:	13966616
Application Number:	14093718
Application Number:	14126451
Application Number:	14207832
Application Number:	61919380

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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.

using a lax number, if provided, if that is unsuccessful, it will be sent via 05 ma

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: NANCY BROUGHER, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603 PATENT

503001413 REEL: 033065 FRAME: 0242

ATTORNEY DOCKET NUMBER:	1075.162	
NAME OF SUBMITTER:	NANCY BROUGHER	
SIGNATURE:	/njb/	
DATE SIGNED: 10/01/2014		
Total Attachments: 6		
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> PATENT REEL: 033865 FRAME: 0243

PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of September 30, 2014 by the entities listed on the signature pages hereof as "Grantors" (collectively, "Grantors") in favor of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (the "Administrative Agent") for the certain banks and other financial institutions (the "Lenders") time to time parties to the Credit Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (defined below).

WITNESSETH

WHEREAS, pursuant to that certain Sixth Amended and Restated Credit Agreement dated as of July 31, 2014 by and among the Grantors, certain Affiliates of the Grantors, Administrative Agent and the Lenders (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, each Grantor entered into that certain Third Amended and Restated Security Agreement dated as of March 23, 2012 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent a continuing security interest in, among other Collateral, certain Patents of the Grantors and have agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

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

- 1. <u>Incorporation of Security Agreement; Credit Agreement Definitions</u>. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the Patents listed on <u>Schedule A</u> hereto (collectively, the "<u>Patent Collateral</u>") to secure the prompt and complete payment and performance of the Secured Obligations.
- 3. <u>Termination</u>. Upon the termination of the Security Agreement or the termination or release of the Administrative Agent's security interest in any of the Patent Collateral, the Administrative Agent shall, upon the request of Grantors and at Grantors' cost and expense, execute, acknowledge, and deliver to all applicable Grantors an instrument in writing in

PATENT REEL: 033865 FRAME: 0244 recordable form releasing the pledge, assignment and grant of a security interest in all affected Patent Collateral made pursuant to this Agreement.

- 4. <u>Cumulative Remedies</u>. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.
- 5. <u>Binding Effect</u>. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.
- 6. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio.
- 7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTORS:

AJAX TOCCO MAGNETHERMIC CORPORATION RB&W MANUFACTURING LLC SNOW DRAGON LLC

Name: Robert D. Vilsack

Title: Secretary

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as

Administrative Agent

Name: Michael

Title: Authorized Officer

SCHEDULE A

US PATENTS

PATENT	PATENT NUMBER	FILE DATE	OWNER
Semi-liquid metal processing and sensing device and method of using same	8728196	05/22/12	Ajax Tocco Magnethermic Corporation
Three-phase line reactor with skew yoke core design	8502631	08/22/12	Ajax Tocco Magnethermic Corporation
Undercut crankshaft hardening coil	8540827	04/04/12	Ajax Tocco Magnethermic Corporation

CANADIAN PATENTS

PATENT	PATENT NUMBER	FILE DATE	OWNER
High Capacity Snow Melting Apparatus and Method (Canada)	CA 2575503	8/5/05	Snow Dragon, LLC
Self-Piercing Clinch Nut (Canada)	CA 2286946	10/20/99	RB&W Manufacturing LLC
Self-Piercing Clinch Nut (Canada)	CA 2501754	10/20/99	RB&W Manufacturing LLC
Method and Apparatus for Switching Circuit System Including a Saturable Core Device for Selective Adjustment of the Number of Circuit Operations (Canada)	CA 2267522	3/29/99	Ajax Tocco Magnethermic Corporation
Energization Cycle Counter for Induction Heating Tool (Canada)	CA 2552325	12/16/04	Ajax Tocco Magnethermic Corporation
Mass Flow Gravity Feed Apparatus for Charging Metal-Melting Furnaces with Dross Level Compensator and Method for Charging Metal-Melting Furnaces Therewith	CA 2235622	08/28/97	Ajax Tocco Magnethermic Corporation

US PATENT APPLICATIONS

PATENT APPLICATION	APPLICATION FILING DATE	APPLICATION SERIAL NUMBER	OWNER
Nut and Sleeve Fastener	4/30/13	13/873899	RB&W Corporation
Nut with Lug Flare	4/24/12	13/503705	RB&W Manufacturing LLC
Crucible and dual frequency control method for semi-Liquid Metal Processing	08/14/13	13/966616	Ajax Tocco Magnethermic Corporation
Induction heating coil and process for fusion weld joining thermoplastic composite pipe	12/02/13	14/093718	Ajax Tocco Magnethermic Corporation
Process and method for hot changing a VIM induction furnace	12/13/13	14/126451	Ajax Tocco Magnethermic Corporation
High magnetic hardening assembly and method	03/13/14	14/207832	Ajax Tocco Magnethermic Corporation
Transverse flux strip heating with DC edge saturation	12/20/13	61/919380	Ajax Tocco Magnethermic Corporation

PATENT REEL: 033865 FRAME: 0248

CANADIAN PATENT APPLICATIONS

PATENT APPLICATION	APPLICATION FILING DATE	APPLICATION SERIAL NUMBER	OWNER
Nut with Lug Flare (Canada)	12/22/09	CA 2785304 Canada	RB&W Manufacturing LLC
Semi-Liquid Metal Processing and Sensing Device and Method of Using Same (Canada)	10/10/08	CA 2701236 Canada	Ajax Tocco Magnethermic Corporation

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RECORDED: 10/01/2014