

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3171819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MAGNUS, LLC	12/19/2014
RECEIVING PARTY DATA	
Name:	COMPASS BANK
Street Address:	311 SOUTH WACKER DRIVE
Internal Address:	SUITE 2590
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	4940002
Patent Number:	6484403
Patent Number:	7055439
Patent Number:	7178463
Patent Number:	7308856
Patent Number:	7603955
Patent Number:	7857101
Patent Number:	7802656
CORRESPONDENCE DATA	
Fax Number:	(202)626-1700
<i>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.</i>	
Phone:	2028795467
Email:	kmhutchison@jonesday.com
Correspondent Name:	JONES DAY
Address Line 1:	51 LOUISIANA AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	318208-615004
NAME OF SUBMITTER:	VISHAL V. KHATRI

SIGNATURE:	/Vishal V Khatri/
DATE SIGNED:	01/06/2015
Total Attachments: 5 source=Magnus_CompassSecurityAgreement#page1.tif source=Magnus_CompassSecurityAgreement#page2.tif source=Magnus_CompassSecurityAgreement#page3.tif source=Magnus_CompassSecurityAgreement#page4.tif source=Magnus_CompassSecurityAgreement#page5.tif	

GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS dated as of December 19, 2014 ("Agreement"), between MAGNUS, LLC, a Delaware limited liability company (together with its successors and assigns, the "Grantor"), and COMPASS BANK, as Collateral Agent (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the lenders party thereto (the "Lenders") and the Collateral Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in and a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:


- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
- (ix) all good will related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and
- (xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other Grantors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MAGNUS, LLC

By: 
Name: Todd Sluzas
Title: Secretary and Treasurer

Accepted and acknowledged by:

COMPASS BANK,
as Collateral Agent

By: _____
Thomas W. Harazim, Senior Vice President

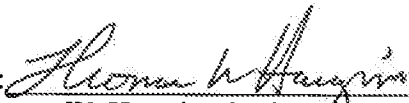
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MAGNUS, LLC

By: _____
Name: Todd Sluzas
Title: Secretary and Treasurer

Accepted and acknowledged by:

COMPASS BANK,
as Collateral Agent

By: 
Thomas W. Harazim, Senior Vice President

Schedule A
to Grant of Security Interest in Patents

Patent	Registration No.	Date Issued	Country
Railway Traction Motor with Skewed Support Bearings	4,940,002	July 10, 1990	USA
Method of Converting a Traction Motor with Sleeve Bearings to Roller Bearings	6,484,403	November 26, 2002	USA
Interior Contour for Bore of Friction Support Bearing of a Railway Locomotive Traction Motor	7,055,439	June 6, 2006	USA
Interior Contour for Bore of a Friction Support Bearing of a Railway Locomotive Traction Motor	7,178,463	February 20, 2007	USA
Improved Sleeve Bearing for Railway Traction Motor	7,308,856	December 18, 2007	USA
Sleeve Bearing for Railway Traction Motor	7,603,955	October 20, 2009	USA
Wick Holder for Lubricating System of a Locomotive Traction Motor Support Bearing	7,857,101	December 28, 2010	USA
Method and Apparatus for Improving the Delivery of Oil of a Wick Lubricating System for a Locomotive Traction Motor Support Bearing	7,802,656	September 28, 2010	USA