

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3284577

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GEHL FOODS, LLC	03/26/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	1100 NORTH MARKET STREET	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19801	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	29501001	
Application Number:	10847041	
Application Number:	08625210	
Application Number:	29506981	
Application Number:	29501023	
Application Number:	29501025	
Application Number:	14506169	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)902-1061	
<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>		
<b>Phone:</b>	312.577.8438	
<b>Email:</b>	raquel.haleem@kattenlaw.com	
<b>Correspondent Name:</b>	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN	
<b>Address Line 1:</b>	525 WEST MONROE STREET	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661	
<b>ATTORNEY DOCKET NUMBER:</b>	207170-771	
<b>NAME OF SUBMITTER:</b>	RAQUEL HALEEM	
<b>SIGNATURE:</b>	/Raquel Haleem/	
<b>DATE SIGNED:</b>	03/26/2015	

**Total Attachments: 6**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS SECOND LIEN PATENT SECURITY AGREEMENT, THE TERMS OF ANY OTHER COLLATERAL DOCUMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY SECOND LIEN AGENT HEREUNDER AND THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 26, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG GENERAL ELECTRIC CAPITAL CORPORATION, AS THE FIRST LIEN AGENT, AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

#### SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of March 26, 2015, is made by GEHL FOODS, LLC, a Wisconsin limited liability company (the "Grantor"), in favor of Wilmington Trust, National Association ("Wilmington Trust"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 26, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Wilmington Trust, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Patent Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in Grantor's reasonable business judgment, in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Patent Security 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.

Section 6.     Governing Law. This Second Lien Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

GEHL FOODS, LLC  
as Grantor

By: 

Name: Eric Beringause

Title: Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Administrative Agent

By: J. Anderson  
Name: Jennifer K. Anderson  
Title: Assistant Vice President

[Signature Page to Second Lien Patent Security Agreement]

SCHEDULE I  
TO  
SECOND LIEN PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Description	Application No.	Application Date	Patent No.	Registration Date
Fitment for interconnection between product packaging and a product dispenser	29501001	8/29/14	D718621	12/2/14
Valve for dispensing flowable product	10847041	5/17/04	7455200	11/25/08
Device for dispensing flowable material from a flexible package	08/625.210	4/1/96	6056157	5/2/00

2. PATENT APPLICATIONS

Description	Application No.	Application Date
Fitment	29/506,981	22-OCT-2014
Valve	29/501,023	29-AUG-2014
Food Dispenser	29/501,025	29-AUG-2014
Food Product Dispenser and Valve	14/506,169	29-AUG-2014