# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3359040

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date
MOLD-MASTERS (2007) LIMITED	05/14/2015

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	20975 SWENSON DRIVE		
Internal Address:	SUITE 200		
City:	WAUKESHA		
State/Country:	WISCONSIN		
Postal Code:	53186		

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	
Patent Number:	6286751	
Patent Number:	6176700	
Application Number:	14572228	
Application Number:	14639584	
Application Number:	14553543	
Application Number:	14567484	
Application Number:	62076544	
Application Number:	62131065	
Application Number:	62131471	
Application Number:	62134262	
Application Number:	62135736	
Application Number:	14580250	
Application Number:	14435753	
Application Number:	14275240	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** wayne.fitzpatrick@thomsonreuters.com

PATENT REEL: 035722 FRAME: 0213

503312422

Correspondent Name: KEN TAN, LEGAL ASSISTANT

Address Line 1: 80 PINE STREET

Address Line 2: C/O CAHILL GORDON & REINDEL LLP

Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	KEN TAN		
SIGNATURE:	/Wayne Fitzpatrick/		
DATE SIGNED:	05/19/2015		

#### **Total Attachments: 7**

source=2 ABL Patent - Supplement No 2 to the Canadian Intellectual Property Security Agreement#page1.tif source=2 ABL Patent - Supplement No 2 to the Canadian Intellectual Property Security Agreement#page3.tif source=2 ABL Patent - Supplement No 2 to the Canadian Intellectual Property Security Agreement#page3.tif source=2 ABL Patent - Supplement No 2 to the Canadian Intellectual Property Security Agreement#page4.tif source=2 ABL Patent - Supplement No 2 to the Canadian Intellectual Property Security Agreement#page5.tif source=2 ABL Patent - Supplement No 2 to the Canadian Intellectual Property Security Agreement#page6.tif source=2 ABL Patent - Supplement No 2 to the Canadian Intellectual Property Security Agreement#page7.tif

#### SUPPLEMENT NO. 2 TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT NO. 2 (this "<u>Supplement No. 2</u>") dated as of May 14, 2015, to the INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2013, by and among the Persons listed on the signature pages hereto (the "<u>Grantors</u>"), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "<u>Agent</u>").

- A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Canadian Security Agreement, dated as of March 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among MOLD-MASTERS (2007) LIMITED., a corporation formed under the laws of Canada ("Canadian Borrower"), each of the Subsidiaries listed on Annex A thereto, and BANK OF AMERICA, N.A., a national banking association, as collateral agent for the Secured Parties (the "Agent").
- B. The rules of construction and other interpretive provisions specified in Sections 1.2 through 1.10 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.
- C. Pursuant to Section 4.3(e) of the Security Agreement, Grantors have agreed to execute or otherwise authenticate this Supplement No. 2 for recording the Security Interest granted under the Canadian Security Agreement to the Agent in such Grantors' Registered Intellectual Property with the Canadian Intellectual Property Office or any similar offices in any province or territory of Canada or any other country, group of countries or any political subdivision thereof necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Agent and Grantors agree as follows:

- SECTION 1. <u>Grant of Security</u>. The Grantors hereby grant to the Agent for the benefit of the Secured Parties a security interest in all of such Grantors' right, title and interest in and to the Registered Intellectual Property set forth in Schedule A hereto (collectively, the "<u>Collateral</u>").
- SECTION 2. <u>Security for Canadian Secured Obligations</u>. The grant of a security interest in the Collateral by Grantors under this Supplement No. 2 secures the payment of all amounts that constitute part of the Canadian Secured Obligations and would be owed to the Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy or proceeding applicable to bankruptcy or insolvency, reorganization or similar proceeding involving such Grantors.
- SECTION 3. <u>Recordation</u>. Grantors authorize and requests that this Supplement No. 2 be recorded at the Canadian Intellectual Property Office or any similar offices in any other country, group of countries or any political subdivision thereof.
- SECTION 4. <u>Grants, Rights and Remedies</u>. This Supplement No. 2 has been entered into in conjunction with the provisions of the Security Agreement. Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Supplement No. 2 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Supplement No. 2 may be executed by one or more of the parties to this Supplement No. 2 on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS SUPPLEMENT NO. 2 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

SECTION 7. <u>Severability</u>. Any provision of this Supplement No. 2 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 14.3 of the Credit Agreement. All communications and notices hereunder to Grantors shall be given to it in care of the Canadian Borrower's address set forth in Section 14.3 of the Credit Agreement.

SECTION 9. <u>Expenses</u>. Grantors agree to reimburse the Agent for its reasonable, documented and invoiced out-of-pocket costs and expenses in connection with this Supplement No. 2, in accordance with Section 14.2 of the Credit Agreement.

SECTION 10. Release of Security Interest. In connection with the termination or release of Security Interests evidenced by the Security Agreement, the Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantors and the Agent have duly executed this Supplement No. 2 as of the day and year first above written.

MOLD-MASTERS (2007) LIMITED, as Grantor

Name: Bruce A. Chalmers

Title: Vice President and Treasurer

[Signature Page to Supplement No. 2 to Canadian IP Security Agreement]

# BANK OF AMERICA, N.A., as Agent

By: EHB
Name: Brad H. Breidenbach

Title: Senior Vice President

[Signature Page to Supplement No. 2 to Canadian IP Security Agreement]

**REEL: 035722 FRAME: 0218** 

# SCHEDULE A TO THE INTELLECTUAL PROPERTY CANADIAN SECURITY AGREEMENT

# **U.S. Intellectual Property**

## PATENTS:

Owner	Application No.	Patent No.	Title
Mold-Masters (2007) Limited	14/572228	Pending	CLOSED LOOP CONTROL OF AUXILIARY INJECTION UNIT
Mold-Masters (2007) Limited	14/639584	Pending	CAVITY INSERT FILM FLOW COOLING
Mold-Masters (2007) Limited	14/553,543	Pending	EDGE-GATED INJECTION MOLDING APPARATUS
Mold-Masters (2007) Limited	14/567484	Pending	DROP-IN HOT RUNNER SYSTEM
Mold-Masters (2007) Limited	62/076544	Pending	PREFORM MOLDING SYSTEM AND MOLD STACK FOR A PERFORM MOLDING SYSTEM
Mold-Masters (2007) Limited	62/131065	Pending	INJECTION MOLDING APPARATUS
Mold-Masters (2007) Limited	62/131471	Pending	INJECTION MOLDING APPARATUS
Mold-Masters (2007) Limited	62/134262	Pending	POST MOLD COOLING SYSTEM
Mold-Masters (2007) Limited	62/135736	Pending	HOT RUNNER NOZZLE TIP ASSEMBLY
Mold-Masters (2007) Limited	14/580250	Pending	EXTRUDED FEED PATH VIBRATOR
Mold-Masters (2007) Limited	6286751	Registered	Injection molding apparatus having melt transfer and dividing bushing
Mold-Masters (2007) Limited	6176700	Registered	Injection molding cooled cavity insert
Mold-Masters (2007) Limited	14/435753	Pending	Injection unit positioning apparatus
Mold-Masters (2007) Limited	14/275240	Pending	Coinjection hot runner injection molding system

## TRADEMARKS:

Owner	Application No.	Registration No.	Trademark
MOLD-MASTERS (2007) LIMITED	86511212 (Pending ITU)		SUMMIT-SERIES
MOLD-MASTERS (2007) LIMITED	85703113	47728018	PURGE WIZARD

MOLD-MASTERS (2007)	85307598		IFLOW INSIDE
LIMITED	(Pending		
	ITU)		
MOLD-MASTERS (2007)	74081891	1703159	INJECTIONEERING
LIMITED			

# **Canadian Intellectual Property**

# PATENTS:

Owner	Application No.	Patent No.	Title
Mold-Masters (2007) Limited		2878559	COINJECTION MOLDING APPARATUS AND RELATED HOT- RUNNER NOZZLE

## TRADEMARK:

**RECORDED: 05/19/2015** 

Owner	Application No.	Registration No.	Trademark
Mold-Masters (2007) Limited	1712659		SUMMIT-SERIES