

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3400776

<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>
BELLOTA HERRAMIENTAS, S.A.U.	06/01/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE BANK OF NOVA SCOTIA, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	40 KING STREET WEST, SCOTIA PLAZA, 62ND FLOOR
<b>City:</b>	TORONTO, ONTARIO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5W 2X6
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8393084
<b>Application Number:</b>	14191647
<b>Application Number:</b>	29466851
<b>Application Number:</b>	14489573
<b>Application Number:</b>	14102739
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)755-7306
<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>	212.326.3939
<b>Email:</b>	NYTEF@JONESDAY.COM
<b>Correspondent Name:</b>	BETH D. VOGEL
<b>Address Line 1:</b>	222 EAST 41ST STREET
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	159766-600001
<b>NAME OF SUBMITTER:</b>	BETH D. VOGEL
<b>SIGNATURE:</b>	/BETH D. VOGEL/
<b>DATE SIGNED:</b>	06/17/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 4</b>	

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source=Patent SA BELLOTA HERRAMIENTAS#page4.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of June 1, 2015 (this "Agreement"), is made by BELLOTA HERRAMIENTAS, S.A.U. (the "Grantor"), in favor of in favor of THE BANK OF NOVA SCOTIA, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity, the "Agent") for the Lender Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of June 1, 2015, (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Agent, the other financial institutions party thereto from time to time, as lenders (each a "Lender" and collectively the "Lenders" and together with their Affiliates, the Agent and each of their respective successors and assigns, the "Lender Parties") and 3286791 Nova Scotia Limited, the Lenders have extended Commitments to make Advances to 3286791 Nova Scotia Limited;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a pledge, dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Agent and each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Lender Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Patent Collateral"):

(a) all letters patent of the United States or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof, and all rights to obtain any reissues or extensions of the foregoing ("Patents"), including each Patent and Patent application referred to on Schedule I;

(b) the right to sue third parties for past, present and future infringements of any Patent; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**BELLOTA HERRAMIENTAS, S.A.U.**

By: \_\_\_\_\_

Name: Steven L Garrette

Title: President

Address:

c/o ONCAP Management Partners L.P.

161 Bay Street, 48<sup>th</sup> Floor

Toronto, ON

M5J 2S1

Attention: Ryan Mashinter

Fax: (416) 216-1834

[Signature Page to US Patent Security Agreement]

**SCHEDULE I**  
to Patent Security Agreement

Patents and Pending Patent Applications

TITULAR	N° EXPENDIENTE	PAIS	FECHA SOLICITUD	DESDE	DENOMINACION
BELLOTA HERRAMIENTAS S.A.U.					
US859084	1-20090191-US	USA	28/01/2008	12/03/2013	DISPOSITIVO DE AJUSTE EN HERRAMIENTAS MANUALES DE CORTE
US14/191647	1-20140057-US	ESTADOS UNIDOS	14/02/2014		SISTEMA DE ROTURA MONOPUNTO AMBIDIESTRO PARA MAQUINAS CORTADORAS DE CERAMICA
US29/466851	1-20130321-US	ESTADOS UNIDOS	12/09/2013		MANGOS DE RODELES PARA MAQUINAS CORTADORAS DE CERAMICA
US14/489573	1-20140239-US	ESTADOS UNIDOS	18/09/2014		DISPOSITIVO ADAPTADOR PARA MAQUINA CORTADORA DE CERAMICA
US14/102739	1-20130405-US	ESTADOS UNIDOS	11/12/2013		CUCHILLA PARA HERRAMIENTA DE CORTE DE UNA MAQUINA CORTADORA DE CERAMICA