

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3576493

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SCHEDULE TO REMOVE APPLICATION #29496543 previously recorded on Reel 036515 Frame 0775. Assignor(s) hereby confirms the NORDCO INC. CONVEYS TO ARES CAPITAL CORPORATION.

CONVEYING PARTY DATA

Name	Execution Date
NORDCO INC.	08/26/2015

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS AGENT
Street Address:	245 PARK AVENUE, 44TH FLOOR
Internal Address:	C/O ARES MANAGEMENT
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 63

Property Type	Number
Application Number:	14482905
Application Number:	13053526
Application Number:	29441646
Application Number:	13473217
Application Number:	13936067
Application Number:	12817494
Application Number:	13053523
Application Number:	13453598
Application Number:	13737637
Application Number:	29439566
Application Number:	29441641
Application Number:	29449525
Application Number:	29441639
Application Number:	29441637
Application Number:	29441640
Application Number:	13053531
Application Number:	12358866

PATENT

Property Type	Number
Application Number:	12566988
Application Number:	29331367
Application Number:	11207864
Application Number:	11207701
Application Number:	29344215
Application Number:	11207860
Application Number:	11363381
Application Number:	11283652
Application Number:	10374442
Application Number:	10689452
Application Number:	10446944
Application Number:	10113585
Application Number:	10269214
Application Number:	10233922
Application Number:	10113360
Application Number:	09810975
Application Number:	09809982
Application Number:	09182261
Application Number:	08890868
Application Number:	08653157
Application Number:	08642244
Application Number:	10652279
Application Number:	13712452
Application Number:	29441635
Application Number:	14491369
Application Number:	14460160
Application Number:	14490837
Application Number:	14491532
Application Number:	14490312
Application Number:	14459916
Application Number:	14010026
Application Number:	14460228
Application Number:	13669763
Application Number:	13736479
Application Number:	14025402
Application Number:	13409487
Application Number:	61846807
Application Number:	14458545

Property Type	Number
Application Number:	61867837
Application Number:	14789151
Application Number:	14493895
Application Number:	62086272
Application Number:	62137051
Application Number:	29535330
Application Number:	62203108
Application Number:	14332959

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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.

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Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN

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ATTORNEY DOCKET NUMBER:	337285-27
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/20/2015

Total Attachments: 15
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3507752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NORDCO, INC.	08/26/2015
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS AGENT
Street Address:	245 PARK AVENUE, 44TH FLOOR
Internal Address:	C/O ARES MANAGEMENT
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 64	
Property Type	Number
Patent Number:	9038541
Patent Number:	8985307
Patent Number:	D722531
Patent Number:	8863670
Patent Number:	8863667
Patent Number:	8522688
Patent Number:	8516965
Patent Number:	8534195
Patent Number:	8857344
Patent Number:	D713425
Patent Number:	D710756
Patent Number:	D710757
Patent Number:	D710754
Patent Number:	D710753
Patent Number:	D710755
Patent Number:	8474597
Patent Number:	8322686
Patent Number:	8171855
Patent Number:	D628607

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 26, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nordco Inc. (the "Borrower"), Nordco Holding Company ("Nordco Holdings"), the other Credit Parties, the Lenders from time to time party thereto, and Ares as the Agent for the Lenders and for itself as a Lender and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

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

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the 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. Each 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 such Grantor, hereby mortgages and pledges to the Agent for the benefit of the Secured Parties, and grants to the 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 such 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This 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.

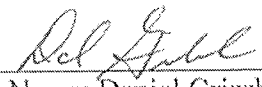
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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


NORDCO INC.

as Grantor

By: 
Name: Daniel Griesbach
Title: VP of Finance, CFO & Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

Patent Title	Application Number	Application Date	Patent Number	Patent Date	Owner
Railroad tie removal machine	14482905	9/10/14	9038541	5/26/15	Nordco Inc.
Singulator for sorting random items	13053526	3/22/11	8985307	3/24/15	Nordco Inc.
Outside bumper for a rail fastener orienter	29441646	1/8/13	D722531	2/17/15	Nordco Inc.
Rail mover with independently pivoting wheel assemblies	13473217	5/16/12	8863670	10/21/14	Nordco Inc.
Railroad tie removal machine	13936067	7/5/13	8863667	10/21/14	Nordco Inc.
Rail anchor spreader-squeezer	12817494	6/17/10	8522688	9/3/13	Nordco Inc.
Automatic spike feeder system	13053523	3/22/11	8516965	8/27/13	Nordco Inc.
Rail plate inserter	13453598	4/23/12	8534195	9/17/13	Nordco Inc.
Automatic spike feeder system	13737637	1/9/13	8857344	10/14/14	Nordco Inc.
Concrete tie cribber tool	29439566	12/12/12	D713425	9/16/14	Nordco Inc.
Rail fastener feeder basket	29441641	1/8/13	D710756	8/12/14	Nordco Inc.
Notched finger for use on a rail plate inserter machine	29449525	3/15/13	D710757	8/12/14	Nordco Inc.
Rail fastener holder	29441639	1/8/13	D710754	8/12/14	Nordco Inc.
Rail fastener holder	29441637	1/8/13	D710753	8/12/14	Nordco Inc.
Rail fastener feeder chute	29441640	1/8/13	D710755	8/12/14	Nordco Inc.
TRAY FOR ORIENTING AND CONVEYING ITEMS	13053531	3/22/11	8474597	7/2/13	Nordco Inc.
APPARATUS FOR APPLYING AND REMOVING RAIL CLIPS ONTO RAIL TIES	12358866	1/23/09	8322686	12/4/12	Nordco Inc.
RAIL PLATE INSERTER	12566988	9/25/09	8171855	5/8/12	Nordco Inc.
PLATE FOR RAIL CLIP APPLICATOR	29331367	1/23/09	D628607	12/7/10	Nordco Inc.
RAILWAY ANCHOR APPLICATOR MAGAZINE	11207864	8/18/05	7694631	4/13/10	Nordco Inc.
RAILWAY MAINTENANCE VEHICLE WITH BALANCED BULK STORAGE	11207701	8/18/05	7694630	4/13/10	Nordco Inc.
FINGER USED ON A RAIL PLATE INSERTER MACHINE	29344215	9/25/09	D612295	3/23/10	Nordco Inc.

Patent Title	Application Number	Application Date	Patent Number	Patent Date	Owner
RAILWAY ANCHOR APPLICATOR	11207860	8/18/05	7647871	1/19/10	Nordco Inc.
RAILWAY PLATE INSERTER	11363381	2/27/06	7497166	3/3/09	Nordco Inc.
TOGGLE SLIDE-PLATE FOR RAILWAY SPIKE PULLER	11283652	11/21/05	7353757	4/8/08	Nordco Inc.
BULK LOADER FOR CONVEYING ARTICLES	10374442	2/25/03	7216590	5/15/07	Nordco Inc.
RAIL FASTENER DRIVER WITH ENHANCED FASTENER POSITIONING	10689452	10/20/03	7104200	9/12/06	Nordco Inc.
TEMPLATE DOOR AND WING ASSEMBLY WITH BREAK-AWAY FEATURE FOR RAIL BALLAST REGULATOR	10446944	5/28/03	6883436	4/26/05	Nordco Inc.
PLATE HANDLING SYSTEM AND A METHOD OF REMOVING PLATES FROM RAIL TIES	10113585	3/29/02	6863717	3/8/05	Nordco Inc.
RIDING RAIL TIE PLUGGING APPARATUS	10269214	10/11/02	6832558	12/21/04	Nordco Inc.
COMBINED TIE EXTRACTOR AND PLATE REMOVER FOR RAIL MAINTENANCE	10233922	9/3/02	6755135	6/29/04	Nordco Inc.
RAILROAD MACHINE CENTERING SYSTEM	10113360	3/29/02	6622633	9/23/03	Nordco Inc.
RAIL TIE REPLACEMENT METHOD AND APPARATUS	09810975	3/16/01	6463858	10/15/02	Nordco Inc.
SUSPENSION SYSTEM FOR A RAILWAY REPAIR MACHINE	09809982	3/16/01	6435098	8/20/02	Nordco Inc.
BULK SPIKE LOADING SYSTEM	09182261	10/29/98	6095053	8/1/00	Nordco Inc.
A SUSPENSION APPARATUS	08890868	7/10/97	5893330	4/13/99	Nordco Inc.
APPARATUS AND METHOD FOR REMOVING RAIL ANCHORS	08653157	5/24/96	5730060	3/24/98	Nordco Inc.

Patent Title	Application Number	Application Date	Patent Number	Patent Date	Owner
FULLY AUTOMATIC, MULTIPLE OPERATION RAIL MAINTENANCE APPARATUS	08642244	4/24/96	5671679	9/30/97	Nordco Inc.
METHOD AND SYSTEM FOR ANALYSIS OF ULTRASONIC REFLECTIONS IN REAL TIME	10652279	8/28/03	7054762	5/30/06	Nordco Inc.
RAIL CRIBBER	13712452	12/12/2012	8910577	12/16/2014	Nordco Inc.
INSIDER BUMPER FOR A RAIL FASTENER ORIENTER	29/441,635	1/8/2013	D711,285	8/19/2014	Nordco Inc.

Patent Applications

Patent Title	Application Number	Application Date	Owner
PIVOT AXLE ASSEMBLY FOR ROADWORTHY RAILROAD BALLAST TAMPER APPARATUS	14491369	9/19/14	Nordco Inc.
PROPULSION CONTROL SYSTEM AND METHOD FOR RAILWAY MAINTENANCE VEHICLES	14460160	8/14/14	Nordco Inc.
ROADWORTHY RAILROAD BALLAST TAMPER APPARATUS	14490837	9/19/14	Nordco Inc.
DRIVE FOR RAILROAD BALLAST TAMPER APPARATUS	14491532	9/19/14	Nordco Inc.
RAILWAY REFERENCE MACHINE HAVING A COLLAPSIBLE PROJECTOR ASSEMBLY	14490312	9/18/14	Nordco Inc.
QUICK CHANGE RAIL FASTENER DRIVING WORKHEAD UNIT	14459916	8/14/14	Nordco Inc.
PNEUMATIC TRACTION ENHANCER FOR RAILCAR MOVER	14010026	8/26/13	Nordco Inc.
AUTOMATIC FEEDBACK SYSTEMS AND METHODS FOR RAILWAY NIPPER MACHINES	14460228	8/14/14	Nordco Inc.
APPARATUS FOR APPLYING AND REMOVING RAIL CLIPS ONTO RAIL TIES	13669763	11/6/12	Nordco Inc.

Patent Title	Application Number	Application Date	Owner
AUTOMATIC RAIL FASTENER ORIENTER	13736479	1/8/13	Nordco Inc.
RAIL CONDITION MONITORING SYSTEM WITH CARRIAGE	14025402	9/12/13	Nordco Inc.
DAPCO-RAILWAY INSPECTION SYSTEM	13/409,487	3/1/2012	Nordco Inc.
DETACHABLE BULK TRAILER FOR CONVEYING AND UNLOADING ARTICLES	61/846,807	7/16/2013	Nordco Inc.
SYSTEMS AND METHODS FOR AUTOMATICALLY LOADING AND SETTING A RAIL FASTENER DRIVING WORKHEAD UNIT	14/458,545	8/20/2013	Nordco Inc.
OFFSET-SHAFT RAIL FASTENER DRIVING MACHINE	61/867,837	8/20/2013	Nordco Inc.
RAIL TIE GRIPPING MECHANISM HAVING GRIPPER FINGERS WITH TEETH	14/789,151	7/15/2014	Nordco Inc.
SEGMENTED RAILWAY REGULATOR BLADE	14/493,895	9/23/2014	Nordco Inc.
PLATE HANDLING SYSTEM INSERTING PLATE FROM GAGE SIDE	62/086,272	12/2/2014	Nordco Inc.
WALK-BEHIND RAIL CONDITION MONITORING APPARATUS	62/137,051	3/23/2015	Nordco Inc.
TAMPER TOOL	29/535,330	8/5/2015	Nordco Inc.
TAMPER TOOL AND ASSOCIATED HOLDER	62/203,108	8/10/2015	Nordco Inc.
DISPENSING BULK TRAILER FOR CONVEYING AND UNLOADING ARTICLES	14332959	7/16/14	Nordco Inc.