

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3687738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CANGEN HOLDINGS, INC.	01/08/2015
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A. AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN, FLOOR L2, IL1-1145
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7338271
Patent Number:	7247012
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	marina.kelly@thomsonreuters.com
Correspondent Name:	ELAINE CARRERA, 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:	ELAINE CARRERA, LEGAL ASSISTANT
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/08/2016
Total Attachments: 6	
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

CanGen Holdings, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as collateral agent

Internal Address: _____

Street Address: 10 South Dearborn, Floor L2, IL1-1145

City: Chicago

State: Illinois

Country: USA Zip: 60603

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 8, 2016

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Supplemental Security Agreement

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
See Schedule A

B. Patent No.(s)
See Schedule A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

January 8, 2016
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SUPPLEMENT NO. 1 TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENT NO. 1 (this "Supplement No. 1") dated as of January 8, 2016, to the INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 14, 2015, between **CANGEN HOLDINGS, INC.**, a Delaware corporation (the "Grantor"), and **JPMORGAN CHASE BANK, N.A.**, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

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 Security Agreement, dated as of May 14, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among **MILACRON INTERMEDIATE HOLDINGS INC.**, a Delaware corporation, **MILACRON LLC**, a Delaware limited liability company, each of the subsidiaries listed on Annex A thereto and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in the Indenture 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, the Grantor has agreed to execute or otherwise authenticate this Supplement No. 1 for recording the Security Interest granted under the Security Agreement to the Collateral Agent in the Grantor's Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the United States Trademark registrations and applications, United States Patent registrations and applications and United States Copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto, excluding any Excluded Assets (collectively, the "Collateral").

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Supplement No. 1 secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Supplement No. 1.

SECTION 4. Grants, Rights and Remedies. This Supplement No. 1 has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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. 1 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Supplement No. 1 may be executed by one or more of the parties to this Supplement No. 1 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. 1 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAWS GOVERNING THE COLLATERAL.

SECTION 7. Severability. Any provision of this Supplement No. 1 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. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 11.3 of the Term Loan Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the Company at the Company’s address set forth in Section 11.3 of the Term Loan Agreement.

SECTION 9. Expenses. The Grantor agrees to reimburse the Collateral Agent for its reasonable, documented and invoiced out-of-pocket expenses in connection with this Supplement No. 1 in accordance with Section 11.2 of the Term Loan Agreement.

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


SECTION 11. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, this Supplement No. 1, the Liens and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Supplement No. 1 and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder, in each case, with respect to the Revolving Priority Collateral and Revolving Liens are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplement No. 1 with respect to the Revolving Priority Collateral and the Revolving Liens, the provisions of the Intercreditor Agreement shall prevail.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this Supplement No. 1 as of the day and year first above written.

CANGEN HOLDINGS, INC., as Grantor

By: BAC
Name: Bruce A. Chalmers
Title: Vice President & Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:  _____

Name: Gene Riego de Dios

Title: Vice President

[Signature Page to Supplement No. 1 to the IP Security Agreement (Term)]

PATENT
REEL: 037462 FRAME: 0023

SCHEDULE A TO
SUPPLEMENT NO. 1 TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS/UNITED STATES PATENTS/
UNITED STATES TRADEMARKS

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

B. PATENTS AND PATENT APPLICATIONS

Domestic Patent and Patent Applications

Registered Owner/Grantor	Patent Title	Patent No.	Applicati on No.
CanGen Holdings, Inc.	Extrusion Head Having A Rotating Die	7,338,271	
CanGen Holdings, Inc.	Rotatable Head For Forming Spiral Extrusions	7,247,012	

C. TRADEMARKS AND TRADEMARK APPLICATIONS

Domestic Trademarks and Trademark Applications

None.

D. DOMAIN NAMES

Domain Name	Registration Date	Expiration Date	Registrant	Status
Canterburyengineering.com	3/28/1997	3/29/2016	Canterbury Engineering Co.	Active
Canterburyengineering.net	6/01/1998	5/31/2016	Canterbury Engineering Co.	Inactive
Canterburyengineering.org	10/23/2002	5/31/2016	Canterbury Engineering Co.	Inactive
Cec75.com	12/02/2005	12/02/2017	Perfect Privacy, LLC	Active
Cangen.com	1/13/2003	1/13/2018	Perfect Privacy, LLC	Active – redirects to canterburyengineering.com
Genca.com	11/27/1995	11/26/2017	Genca	Active