PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3693379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CAMBRIDGE INTERNATIONAL, INC.	01/13/2016

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 47

Property Type	Number
Patent Number:	D483953
Patent Number:	8881640
Patent Number:	8006739
Patent Number:	8424676
Patent Number:	6360882
Patent Number:	6354432
Patent Number:	9061829
Patent Number:	5954187
Patent Number:	6041916
Patent Number:	8506687
Patent Number:	7975840
Patent Number:	7779888
Patent Number:	8579009
Patent Number:	9049954
Patent Number:	9050552
Patent Number:	6793360
Patent Number:	8021020
Patent Number:	8360610
Patent Number:	D695985
Patent Number:	D712158

PATENT REEL: 037508 FRAME: 0945

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Property Type	Number
Patent Number:	D719359
Patent Number:	D739110
Patent Number:	6732856
Patent Number:	7721877
Patent Number:	5816988
Patent Number:	7565967
Patent Number:	7494005
Patent Number:	9221611
Patent Number:	9169074
Patent Number:	6530469
Patent Number:	5934448
Patent Number:	7987972
Application Number:	14218151
Application Number:	14218049
Application Number:	62135347
Application Number:	14218227
Application Number:	14733145
Application Number:	14095644
Application Number:	62119501
Application Number:	14934328
Application Number:	62253300
Application Number:	62181444
Application Number:	14218343
Application Number:	62129312
Application Number:	62135358
Application Number:	14537415
Application Number:	62266062

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.

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Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00029
NAME OF SUBMITTER:	HUMBERTO AQUINO

SIGNATURE:	/HUMBERTO AQUINO/	
DATE SIGNED:	01/13/2016	
Total Attachments: 7		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 13, 2016, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Antares Capital LP ("<u>Antares Capital</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, "<u>Administrative Agent</u>") for the Agents, Lenders and the L/C Issuers (as each term is defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Cambridge International, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Administrative Agent and Revolver Agent, the Lenders and the L/C Issuers 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 other than Borrower has agreed, pursuant to that certain Guaranty Agreement dated as of the date hereof in favor of Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, each Grantor has agreed, pursuant to that certain Security Agreement dated as of the date hereof in favor of Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant a lien on substantially all of its assets in support of the full payment and performance of the Obligations;

WHEREAS, all of the Grantors are party to the 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 Lenders, L/C Issuers and Agents to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

<u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Credit 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 of the Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Agents, L/C Issuers and Lenders, and grants to Administrative Agent for the benefit of Agents, L/C Issuers and Lenders a Lien on and security interest in, all

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of its right, title and interest in, to and under the following, to the extent the following constitutes Collateral (as defined in the Security Agreement) of such Grantor (the "Patent Collateral"):

- (a) all of its Patents, including, without limitation, those United States Patents and United States Patent applications referred to on <u>Schedule 1</u> 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, violation or other impairment thereof.

Notwithstanding anything to the contrary contained herein, the Patent Collateral shall exclude any Intellectual Property (as defined in the Credit Agreement) if the grant of a Lien hereunder would result in the abandonment, impairment, invalidation or unenforceability of such Intellectual Property.

- Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Security Agreement, the Security Agreement shall control.
- <u>Section 4.</u> <u>Counterparts.</u> 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.
- <u>Section 5.</u> <u>Governing Law.</u> 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]

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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.

Very truly yours,

CAMBRIDGE INTERNATIONAL, INC.,

as a Grantor

By:

Name: John Belza

Title: Chief Financial Officer

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By: Name:

Denis Collins

Title: Duly Authorized Signatory

SCHEDULE I TO PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Architectural Mesh	U.S.	29/160,171 05/07/2002	D483953 12/23/2003
Architectural Mesh Blast Screen System	U.S.	14/218,151 03/18/2014	Published, not yet issued
Architectural Mesh Forced Entry System	U.S.	13/556,777 07/24/2012	8,881,640 11/11/2014
Architectural Mesh Framing System	U.S.	14/218,049 03/18/2014	Published, not yet issued
Architectural mesh sunscreen with varying shading characteristic	U.S.	11/315312 12/23/2005	8006739 8/30/2011
Compound sprocket for conveyor belt	U.S.	12/763834 4/20/2010	8,424,676 04/23/2013
Conveyor belt and method of making the same	U.S.	09/335687 6/18/1999	6360882 3/26/2002
Conveyor belt and method of making the same	U.S.	09/586780 6/5/2000	6354432 3/12/2002
Conveyor Belt System with Integrated Sensor and Method of Using Same	U.S.	62/135,347 03/19/2015	Pending
Conveyor Belt with Improved Edge Configuration	U.S.	13/661,921 10/26/2012	9,061,829 06/23/2015
Conveyor rod in side link connection	U.S.	08/785935 1/22/1997	5954187 9/21/1999
Conveyor system for woven-wire belt operations	U.S.	09/114910 7/14/1998	6041916 3/28/2000
Electrostatic precipitator and self cleaning collection belt therefor	U.S.	12/769035 4/28/2010	8,506,687 08/13/2013
Flat wire conveyor belt system	U.S.	12/235233 9/22/2008	7975840 7/12/2011
Gas Filtration System	U.S.	14/218,227 03/18/2014	Published, not yet issued
Hanger assembly	U.S.	11/235086 9/27/2005	7779888 8/24/2010
Hanger assembly for architectural mesh under extreme loads	U.S.	11/702618 2/6/2007	8,579,009 11/12/2013
Hanger bar assembly for architectural mesh and the like	U.S.	11/265211 11/3/2005	9,049,954 06/09/2015

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Hanger Bar Assembly for Architectural Mesh and the Like	U.S.	14/733,145 06/08/2015	Published, not yet issued
Hot Gas Filtration System	U.S.	13/875,747 05/02/2013	9,050,552 06/09/2015
Hot Gas Filtration System	U.S.	14/095,644 12/03/2013	Published, not yet issued
Lighted architectural mesh	U.S.	10/237030 9/9/2002	6793360 9/21/2004
Lighted architectural mesh	U.S.	12/218,385 07/15/2008	8,021,020 09/20/2011
Lighted architectural mesh	U.S.	13/168,899 06/24/2011	8,360,610 01/29/2013
Lighted Architectural Panel System	U.S.	62/119,501 02/23/2015	Pending
Mesh Panel	U.S.	29/409,945 12/30/2011	D695,985 12/17/2013
Mesh Panel	U.S.	29/467,255 09/17/2013	D712,158 09/02/2014
Mesh Panel	U.S.	29/480,291 01/24/2014	D719,359 12/16/2014
Mesh Panel	U.S.	29/493,381 06/09/2014	D739,110 09/15/2015
Metal Mesh Panel for Passive Pollution Control Applications	U.S.	14/934,328 11/06/2015	Published, not yet issued
Modular conveyor belt	U.S.	10/079582 2/22/2002	6732856 5/11/2004
Modular Eye Link Conveyor Belt	U.S.	62/253,300 11/10/2015	Pending
Plate Conveyor Belt	U.S.	62/181,444 06/18/2015	Pending
Positive Drive Balanced Mesh Belt System	U.S.	14/218,343 03/18/2014	Published, not yet issued
Quick splice conveyor belt system and method therefor	U.S.	12/326950 12/3/2008	7721877 5/25/2010
Roll Configurations for Woven- Wire Belt Operations	U.S.	08644524 5/10/96	5816988 10/6/98
Self cleaning rotatable member for woven wire mesh conveyor belt	U.S.	12/149358 4/30/2008	7565967 7/28/2009
Simulated Moire Architectural Mesh Panel	U.S.	62/129,312 03/06/2015	Pending
Spiral Conveyor Belt System And Method for Determining Overdrive of The Same	U.S.	62/135,358 03/19/2015	Pending

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Variable Spaced Conveyor Belt	U.S.	11/529596 9/29/2006	7494005 2/24/2009
Variable Spaced Conveyor Belt with Clinched Rod Ends	U.S.	14/537,415 11/10/2014	Published, not yet issued
Variable Spaced Conveyor Belt with Shortened Edge Link Cut-Off	U.S.	14/580,855 12/23/2014	9,221,611 12/29/2015
Variable Width Drive Openings for Conveyor Belt	U.S.	14/554,704 11/26/2014	9,169,074 10/27/2015
Weldless Lane Divider in a Metal Conveyor Belt	U.S.	62/266,062 12/11/2015	Pending
Wire belt with compound link formation	U.S.	09/759269 1/16/2001	6530469 3/11/2003
Wire Conveyor Belt with Tension Transfer	U.S.	08/662412 6/10/1996	5934448 8/10/1999
Wire Plate Conveyor Belt	U.S.	12/608490 10/29/2009	7987972 8/2/2011

RECORDED: 01/13/2016