503831175 05/18/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3877823

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|-------------------|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------------------|----------------|
| PRECISION MADE PRODUCTS, LLC | 05/16/2016 |

RECEIVING PARTY DATA

| Name: | THE HUNTINGTON NATIONAL BANK | | |
|-----------------|------------------------------|--|--|
| Street Address: | 801 WEST BIG BEAVER ROAD | | |
| City: | TROY | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48084 | | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 14307158 | |

CORRESPONDENCE DATA

Fax Number: (734)930-2494

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.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: SUSAN M. KORNFIELD - BODMAN PLC

Address Line 1: 201 SOUTH DIVISION, SUITE 400 ANN ARBOR, MICHIGAN 48104

| NAME OF SUBMITTER: | SUSAN M. KORNFIELD | | |
|--------------------|----------------------|--|--|
| SIGNATURE: | /Susan M. Kornfield/ | | |
| DATE SIGNED: | 05/17/2016 | | |

Total Attachments: 6

503831175

source=Precision Made IPSA#page1.tif source=Precision Made IPSA#page2.tif source=Precision Made IPSA#page3.tif source=Precision Made IPSA#page4.tif source=Precision Made IPSA#page5.tif source=Precision Made IPSA#page6.tif

> PATENT REEL: 038631 FRAME: 0026

AGREEMENT

(Patent)

THIS AGREEMENT (PATENT) (this "<u>Agreement</u>"), dated as of May 16, 2016, between the undersigned ("Obligor") and The Huntington National Bank ("<u>Secured Party</u>").

WITNESSETH

- A. WHEREAS, pursuant to that certain Credit Agreement dated as of December 12, 2013 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Alpha Sintered Metals, LLC ("Borrower") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Borrower, as provided therein; and
- B. WHEREAS, in connection with the Credit Agreement, the Obligor has become a party to that certain Security Agreement, dated as of December 12, 2013 between Borrower and Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and
- C. WHEREAS, as a condition precedent to the making of the extensions of credit under the Credit Agreement, the Obligor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).
- NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make extensions of credit to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Secured Party, as follows:
- SECTION 1. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Obligor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Borrower (the "<u>Patent Collateral</u>"), whether now owned or hereafter acquired or existing:
- (a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether Obligor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

Detroit_11153322_2

- (b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of the Obligor accruing thereunder or pertaining thereto.
- (c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in <u>clauses (a)</u> and <u>(b)</u>; and
- (d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Obligor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent Licenses referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License.

provided, however, that "Patent Collateral" shall not include rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "Restricted Assets"), provided that (A) the proceeds of any Restricted Asset in the foregoing clause shall be continue to be deemed to be "Patent Collateral", and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being entered into or arising after the date hereof, the Obligor shall use commercially reasonable efforts to obtain any waiver or consent (in form and substance acceptable to the Secured Party and upon Secured Party's request) necessary to allow such Restricted Asset to constitute Patent Collateral hereunder if the failure of the Obligor to have such Restricted Asset would have a Material Adverse Effect.

SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Obligor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and, if requested by the Agent in the exercise of its reasonable credit judgment, corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Obligor, execute and deliver to the Obligor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. <u>Acknowledgment</u>. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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. <u>Loan Documents</u>, <u>etc.</u> This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

REEL: 038631 FRAME: 0029

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

PRECISION MADE PRODUCTS, LLC

Jav Hansen

Its: Secretary

(Signature Page to Agreement (Patent) – 11153322)

PATENT REEL: 038631 FRAME: 0030 SECURED PARTY:

THE HUNTINGTON NATIONAL BANK

Peter Stasevich

Its: Senior Vice President

(Signature Page to Agreement (Patent) – 11153322)

PATENT REEL: 038631 FRAME: 0031

SCHEDULE 1.1

PATENT COLLATERAL

Patents:

| Title | CC | Pub. No. | Pub. Date | App. No. | App Date |
|--------------|----|--------------|------------|---------------|------------|
| DECK BOARD | US | US2014366334 | 2014/12/18 | US20140307158 | 2014/06/17 |
| FASTENER AND | | | | | |
| ARRANGEMENT | | | | | |
| DECK BOARD | WO | WO14204983 | 2014/12/24 | WO2014US42773 | 2014/06/17 |
| FASTENER AND | | | | | |
| ARRANGEMENT | | | | | |

PATENT Detroit_11153322_2 REEL: 038631 FRAME: 0032

RECORDED: 05/18/2016