

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3929693

<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>
JWC ENVIRONMENTAL, LLC	06/21/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS AGENT
<b>Street Address:</b>	30 SOUTH WACKER DRIVE, SUITE 3700
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 14</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6332984
Patent Number:	7086405
Patent Number:	7073433
Patent Number:	7081171
Patent Number:	7080650
Patent Number:	7383842
Patent Number:	7771589
Patent Number:	7854850
Patent Number:	6176443
Application Number:	14862226
Application Number:	14862247
Application Number:	14862238
Application Number:	13628725
Application Number:	12822733
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)577-4565
<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>	3125778265
<b>Email:</b>	kristin.brozovic@kattenlaw.com

**Correspondent Name:** KRISTIN BROZOVIC C/O KATTEN  
**Address Line 1:** 525 W MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 214338-56

**NAME OF SUBMITTER:** KRISTIN BROZOVIC

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 06/22/2016

**Total Attachments: 5**

source=Executed - JWC (A&R CA) -Patent Security Agreement#page1.tif  
source=Executed - JWC (A&R CA) -Patent Security Agreement#page2.tif  
source=Executed - JWC (A&R CA) -Patent Security Agreement#page3.tif  
source=Executed - JWC (A&R CA) -Patent Security Agreement#page4.tif  
source=Executed - JWC (A&R CA) -Patent Security Agreement#page5.tif

**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of this 21<sup>st</sup> day of June, 2016 by JWC ENVIRONMENTAL, LLC, a Delaware limited liability company (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Amended and Restated Credit Agreement dated as of June 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Amended and Restated Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following Collateral (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Patent, or (b) injury to the goodwill associated with each such Patent.

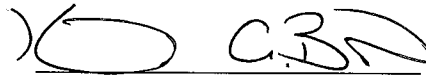
3. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

4. Interpretation. To the extent there is any conflict between the provisions of this Agreement and the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**JWC ENVIRONMENTAL, LLC**, a Delaware  
limited liability company

By:   
Name: Kenneth A. Biele  
Title: President

Agreed and Accepted  
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: Lynn Rehn  
Title: Vice President

**Schedule A**

**Patents & Patent Applications**

<b>Application Number</b>	<b>Patent Number</b>	<b>Title</b>	<b>Country</b>
09576345	6332984	INTEGRATED DIVERTER AND WASTE COMMINUTOR	U.S.
10131040	7086405	SCREENINGS WASHER	U.S.
1384759	7073433	IMPROVED AUGER DEWATERING SYSTE	U.S.
10944858	7081171	SCREENINGS WASHER	U.S.
11139552	7080650	SCREENINGS WASHER	U.S.
11498260	7383842	SCREENINGS WASHER APPARATUS	U.S.
12144178	7771589	SCREEN BLOCKAGE MEASUREMENT AND FLOW PERFORMANCE OPTIMIZATION SYSTEM	U.S.
12712844	7854850	SCREEN BLOCKAGE MEASUREMENT AND FLOW PERFORMANCE OPTIMIZATION SYSTEM	U.S.
09160180	6176443	INTEGRATED DIVERTER AND WASTE COMMINUTOR	U.S.
14862226	20160082444	PERFORATED ROTARY CUTTER	U.S.
14862247	20160082443	TWO-DIMENSIONAL CUTTING FEATURES	U.S.
14862238	20160082442	HIGH FLOW HIGH CAPTURE SIDE RAILS FOR COMMINUTOR	U.S.
13628725	20140084095	VERTICAL SUPPORT MEMBER FOR INTERMEDIATE YOKES ON COMMINUTOR CUTTER SHAFTS	U.S.
12822733	20110315638	SCREEN BLOCKAGE MEASUREMENT AND FLOW PERFORMANCE OPTIMIZATION SYSTEM	U.S.