07/12/2016 503911408

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3958060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MOELLER MFG. COMPANY, LLC	07/11/2016

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 FIRST AVENUE		
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	ostal Code: 15219		

PROPERTY NUMBERS Total: 8

Property Type	Number	
Application Number:	14505600	
Patent Number:	5083819	
Patent Number:	5350201	
Patent Number:	5362110	
Patent Number:	5586790	
Patent Number:	5823702	
Patent Number:	6247884	
Patent Number:	8882384	

CORRESPONDENCE DATA

Fax Number: (215)832-5619

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: 215-569-5619

Email: pecsenye@blankrome.com Correspondent Name: TIMOTHY D. PECSENYE

Address Line 1: **BLANK ROME LLP**

Address Line 2: ONE LOGAN SQUARE, 8TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-16026 TIMOTHY D. PECSENYE NAME OF SUBMITTER:

PAIENI REEL: 039135 FRAME: 0434 503911408

SIGNATURE:	/Timothy D. Pecsenye/			
DATE SIGNED:	07/12/2016			
Total Attachments: 6				
source=Patent Security Agreement (PNC-Moeller)#page1.tif				
source=Patent Security Agreement (PNC-Moeller)#page2.tif				
source=Patent Security Agreement (PNC-Moeller)#page3.tif				
source=Patent Security Agreement (PNC-Moeller)#page4.tif				
source=Patent Security Agreement (PNC-Moeller)#page5.tif				
source=Patent Security Agreement (PNC-Moeller)#page6.tif				

PATENT REEL: 039135 FRAME: 0435

EXECUTION VERSION

GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, MOELLER MFG. COMPANY, LLC, a Michigan limited

liability company, with principal offices at 30100 Beck Road, Wixom, MI 48393 (collectively, the

"Grantor"), hereby grants to PNC Bank, National Association, as Collateral Agent, with principal

offices at 225 Fifth Avenue, Locator P3-P3PP-05-2, Pittsburgh, Pennsylvania 1002 (the

"Grantee"), a continuing security interest in (i) all of the Grantor's rights, title and interest in, to

and under the United States patents (the "Patents") set forth on Schedule I attached hereto, in each

case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to

below) and products of the Patents, and (iii) all causes of action arising prior to or after the date

hereof for infringement of any of the Patents or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be

deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement) (it

being understood that as of the date hereof, none of the Patents set forth on Schedule I constitute

Excluded Collateral).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

dated as of July 11, 2016 (this "Agreement") is made to secure the payment of all the Secured

Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor,

the other grantors from time to time party thereto and the Grantee, dated as of July 11, 2016 (as

amended, modified, restated, extended, refinanced, amended and restated and/or supplemented

from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as

defined in the Security Agreement), the Grantee's security interests in the Patents shall

DOC ID - 24389848.3

074658.16026/102945399v.2

PATENT REEL: 039135 FRAME: 0436 automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Patents acquired under

this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security

Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be

equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS A

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK. IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN

DOC ID - 24389848.3 074658.16026/102945399v.2 TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 9.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

[Remainder of this page intentionally left blank; signature page follows]

DOC ID - 24389848.3 074658.16026/102945399v.2

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MOELLER MFG. COMPANY, LLC, as Grantor

Name: Joseph Baker Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT REEL: 039135 FRAME: 0439

PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent

By:

Heath J, Hayes

Assistant Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT

REEL: 039135 FRAME: 0440

SCHEDULE I

Patents

Application Number	Registration Number	Jurisdiction	Description	Current Owner of Record ¹
13/080,008	8,882,384	United States	Compact, highly-reusable, locking device	Moeller Manufacturing Co., Inc.
09607258	6,247,884	United States	Self-locking threaded plug	Moeller Manufacturing Co.
08773056	5,823,702	United States	Fluid coupling and fastener capture device	Moeller Manufacturing Co.
08335638	5,586,790	United States	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.
07826005	5,362,110	United States	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.
08005012	5,350,201	United States	Separable connector external capture device	Moeller Manufacturing Co., Inc.
07660645	5,083,819	United States	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.
14/505,600		United States	Self-locking threaded plug	Moeller Manufacturing Co., Inc.
AT199209156 50T	AT156903	Austria	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.
AU199200233 40	AU199223340	Australia	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.
CA199221046 68	CA2104668	Canada	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.
DE199260216 08	DE69221608	Germany	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.
EP199209156 50	EP0575563	Europe	Fluid coupling and fastener capture device	Moeller Manufacturing Co., Inc.

DOC ID - 24389848.3 074658.16026/102945399v.2

> **PATENT REEL: 039135 FRAME: 0441**

RECORDED: 07/12/2016

To be updated to correct current record of owner post-close.