504019888 09/23/2016 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4066545

SUBMISSION TYPE:		NEW ASSIGNMENT						
NATURE OF CONVEYANCE:		SECURITY INTEREST						
SEQUENCE:		4						
	ΔΤΑ							
		Name	Execution Date					
ENGLISH BOILER, LLC			09/15/2016					
RECEIVING PARTY DA	ТА							
Name:	PARKSIDE FINANCIAL BANK & TRUST							
Street Address:	8112 MAR	LAND AVENUE, STE 101						
City:	CLAYTON							
State/Country:	MISSOURI							
Postal Code:	63105							
PROPERTY NUMBERS	Total: 2							
Property Type		Number						
Patent Number:		1752						
Patent Number:	690	1887						
CORRESPONDENCE D	ΑΤΑ							
Fax Number:	(314)854-8660						
		e-mail address first; if that is uns that is unsuccessful, it will be sen						
Phone: 314-854-8663								
Email:								
Correspondent Name: Address Line 1:		N J. NOLAN, CARMODY MACDONALD PC S. CENTRAL AVE, STE 1800						
Address Line 4:		DUIS, MISSOURI 63105						
NAME OF SUBMITTER:		BRIAN J. NOLAN						
SIGNATURE:		/S/ BRIAN J. NOLAN						
DATE SIGNED:		09/23/2016						
Total Attachments: 5								
source=Patent and Trademark Security Agreement (executed) (1851118x9DB39)#page1.tif								
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of September 15, 2016, by English Boiler, LLC, a Kansas limited liability company (the "*Grantor*"), in favor of and for the benefit of Parkside Financial Bank & Trust, a Missouri state bank (herein, together its successors and assigns in such capacity, the "*Bank*").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") with the Bank, pursuant to which the Bank has agreed to make loans to the Grantor subject to the terms and conditions set forth therein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and/or in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <u>Schedule 1</u> annexed hereto or any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u> and any trademark licensed under any trademark license listed on <u>Schedule 1</u> annexed hereto (items 1 through 3 being herein collectively referred to as the "*Trademark Collateral*");
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in <u>Schedule 2</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

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- (5) each patent license, including, without limitation, each patent license listed on <u>Schedule 2</u> annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in <u>Schedule 2</u> annexed hereto, any patent issued pursuant to a patent application referred to in <u>Schedule 2</u> and any patent license under any patent license listed on <u>Schedule 2</u> annexed hereto (items 4 through 6 being herein collectively referred to as the "*Patent Collateral*").

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page(s) follows.]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

English Boiler LLC

By: Name: Title: veasurer

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Signature Page to Patent and Trademark Security Agreement

PATENT REEL: 039846 FRAME: 0107

SCHEDULE 1

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(Trademark Collateral)

COUNTRY	MARK	SERIAL NO,	REG. NO.	OWNER	REGISTRATION DATE
None Registered					
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PATENT REEL: 039846 FRAME: 0108

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SCHEDULE 2

121211

(Patent Collateral)

APPLICATION NO,	PATENT NO.	COUNTRY	FILING DATE	TITLE
12/291,409 Publication #20110000445	8,281,752	USA	Application Filed 11/10/2008 Patent Issued 10/9/2012	Package Boiler Having Steam Generating Units in Tandem
10/702,886 Publication #20040094100	6,901,887	USA	Application Filed 11/6/2003 Patent Issued 6/7/2005	Package Water Tuble Boiler Having Two Offset Drums

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PATENT REEL: 039846 FRAME: 0109

RECORDED: 09/23/2016