

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4037298

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MACTON CORPORATION	09/02/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROCKLAND TRUST COMPANY
<b>Street Address:</b>	288 UNION STREET
<b>City:</b>	ROCKLAND
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02370
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14454318
Application Number:	14267217
Application Number:	14330799
Application Number:	14104890
Patent Number:	9295324
Patent Number:	9267258
Patent Number:	9126607
Patent Number:	9073558
Patent Number:	9045149
Patent Number:	8397643
Patent Number:	7900562
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)251-5211
<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>	860-251-5703
<b>Email:</b>	trademarks@goodwin.com
<b>Correspondent Name:</b>	BARB VILLANDRY, PARALEGAL
<b>Address Line 1:</b>	SHIPMAN & GOODWIN LLP
<b>Address Line 2:</b>	ONE CONSTITUTION PLAZA
<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103-1919

PATENT

<b>NAME OF SUBMITTER:</b>	BARB VILLANDRY, PARALEGAL
<b>SIGNATURE:</b>	/Barb Villandry/
<b>DATE SIGNED:</b>	09/02/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 7</b> source=Rockland-Macton-IP Security Ag#page1.tif source=Rockland-Macton-IP Security Ag#page2.tif source=Rockland-Macton-IP Security Ag#page3.tif source=Rockland-Macton-IP Security Ag#page4.tif source=Rockland-Macton-IP Security Ag#page5.tif source=Rockland-Macton-IP Security Ag#page6.tif source=Rockland-Macton-IP Security Ag#page7.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 2, 2016 by **MACTON CORPORATION**, a Connecticut corporation (the “**Debtor**”) for the benefit of **ROCKLAND TRUST COMPANY**, a Massachusetts trust company (the “**Secured Party**”).

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

**WHEREAS**, pursuant to a certain Loan Agreement dated as of the date hereof (the “**Loan Agreement**”) between the Debtor and Secured Party, Secured Party shall extend certain financial accommodations to Debtor, including a term loan in the amount of \$1,350,000 (the “**Term Loan**”) and a revolving line of credit in an amount up to \$3,000,000 (the “**Revolving Line of Credit**” and together with the Term Loan, collectively, the “**Loans**”); and

**WHEREAS**, pursuant to that certain Security Agreement between Debtor and the Secured Party dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”), Debtor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

**WHEREAS**, this Agreement is supplemental to the provisions contained in the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.** Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“**Copyrights**” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Domain Names**” means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

“**ICANN**” means the Internet Corporation for Assigned Names and Numbers.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on **Schedule A** attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

## **2. SECURITY INTEREST.**

**2.1. Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to the Secured Party a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all proceeds and products of any of the foregoing. Debtor hereby authorizes the Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Secured Party under this Agreement and the Security Agreement.

**2.2. Supplemental Security Agreement.** Pursuant to the Security Agreement, Debtor has granted to the Secured Party a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this

Agreement or the UCC. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Obligations of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

**3. AFTER-ACQUIRED DOMAIN NAMES, ETC.**

**3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the interests of the Secured Party therein.

**3.2. Amendment to Schedule.** Debtor authorizes the Secured Party to modify this Agreement and the Assignment, without the necessity of Debtor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

**4. NO ASSUMPTION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

**5. RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute

Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party under the Security Agreement.

6. **AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **FILINGS.** The Secured Party may at any time and from time to time, at Debtor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

**[Intentionally Left Blank – Signature Page to Follow]**

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

MACTON CORPORATION

By: Peter G. McGonagle  
Name: Peter G. McGonagle  
Title: President

## Schedule A – Registered IP

### Trademarks

Marks	Brief Description	Mark Type	Class	Serial Number	Filing Date	Registration Date	Registration Number
MACTON							App 73173232 Reg 1126337

### Patents - United States

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number
Low Profile Drop Table			14/454318	8/7/14	Pending	
Independent drive motors for machinery positioning apparatus having independent lifting motors			14/267217	5/1/14	Pending	
Pit cover			14/330799	7/14/14	Pending	
Machinery positioning apparatus having independent drive columns			14/104890	12/12/13	Pending	
Tab welded turntable				6/3/15	3/29/16	9,295,324
Machinery foundation module			14/139163	12/23/13	2/23/16	9,267,258
On-site assembled foundation module			14/085489	11/20/13	9/8/15	9,126,607
Tab welded turntable			13/804886	3/14/13	7/7/15	9,073,558
Machinery foundation module			13/826001	3/14/13	6/2/15	9,045,149
Split rail trolley system					3/19/13	8,397,643
Split rail trolley system					3/8/11	7,900,562



**Patents - Canada**

<b>Patent</b>	<b>Brief Description</b>	<b>Patent Type</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Issue Date</b>	<b>Patent Number</b>
Machinery Foundation Module			2845098	3/7/14	8/23/16	2845098
Tab Welded Turntable			2845102	3/7/14	8/9/16	2845102
Pit Cover			2894378	6/16/15	Pending	
Machinery Positioning Apparatus Having Independent Drive			2872206	11/21/14	Pending	
Machinery Foundation Module			2873290	12/2/14	Pending	
On-Site Assembled Foundation Module			2871567	11/18/14	Pending	
Independent Drive Motors For Machinery Positioning Apparatus Having Independent Lifting Motors			2888436	4/16/15	Pending	
Low Profile Drop Table			2897863	7/15/15	Pending	
Split Rail Trolley System			2699348	10/9/08	1/21/14	2699348

**Domain Names**

<b>No.</b>	<b>Domain</b>	<b>Registrant</b>	<b>Exp. Date</b>
1	Macton.com	Macton Corporation	11/16/2016

**Copyrights**

<b>Title</b>	<b>Reg No.</b>	<b>Reg. Date</b>
Macton interactive training DVD, car hoist, turntable	VAu000704252	3/31/2006