

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4082607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LAKE SHORE SYSTEMS, INC., AS GRANTOR	09/30/2016
RECEIVING PARTY DATA	
Name:	BNP PARIBAS, AS COLLATERAL AGENT
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7303238
Patent Number:	6598309
Patent Number:	6447210
Patent Number:	6413019
Patent Number:	5937952
Patent Number:	9170081
Patent Number:	6698529
Application Number:	13216390
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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>	
Phone:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - JORDAN B. YELLEN
Address Line 1:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166-4193
ATTORNEY DOCKET NUMBER:	86700.166-LAKESHORE-BNPP
NAME OF SUBMITTER:	JORDAN B. YELLEN
SIGNATURE:	/Jordan B. Yellen/

DATE SIGNED:	10/04/2016
Total Attachments: 5 source=EXECUTED IP Security Agreement-Lake Shore Systems, Inc. -BNPP#page1.tif source=EXECUTED IP Security Agreement-Lake Shore Systems, Inc. -BNPP#page2.tif source=EXECUTED IP Security Agreement-Lake Shore Systems, Inc. -BNPP#page3.tif source=EXECUTED IP Security Agreement-Lake Shore Systems, Inc. -BNPP#page4.tif source=EXECUTED IP Security Agreement-Lake Shore Systems, Inc. -BNPP#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **September 30, 2016** (the “**Effective Date**”) by **LAKE SHORE SYSTEMS, INC.** (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 30, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined and more fully set forth in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any licenses, royalties or income from the Patent Licenses and any and all payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of

each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

LAKE SHORE SYSTEMS, INC.,
as Grantor

By: 
Name: David F. Thomas
Title: Assistant Secretary

[Signature Page to Intellectual Property Security Agreement]

BNP PARIBAS, as Collateral Agent

By: 

Name: Michael C. Colias
Title: Managing Director

By: 

Name: DAVIN ENGELSON
Title: DIRECTOR

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
Lake Shore Systems, Inc.	Mine Scaling Vehicle	May 19, 2005 / December 4, 2007	Active	7,303,238
Lake Shore Systems, Inc.	Bolt Centralizer	April 30, 2002 / July 29, 2003	Active	6,598,309
Lake Shore Systems, Inc.	Resin Nozzle Positioner	February 26, 2001 / October 10, 2002	Active	6,447,210
Lake Shore Systems, Inc.	Turret Rock Bolter w/ Stinger/Centralizer	October 18, 2000 / July 7, 2002	Active	6,413,019
Lake Shore Systems, Inc.	Feed Shell Positioning Mechanism	December 31, 1997	Active	5,937,952
Lake Shore Systems, Inc.	All-Electric Powered ANFO Vehicle	February 23, 2012 / October 27, 2015	Active	9,170,081
Lake Shore Systems, Inc.	Translating Turret Rock Bolter	April 17, 2002 / March 2, 2004	Active	6,698,529
Lake Shore Systems, Inc.	All Electric Powered Mobile Jumbo Drill Machine	August 24, 2011/ N/A	Application in Process	13/216,390