

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4146080

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NELSON GLOBAL PRODUCTS, INC., AN INDIANA CORPORATION FORMERLY KNOWN AS MVG ACQUISITION CORP.	10/28/2016
WATER WORKS MANUFACTURING, INC., A DELAWARE CORPORATION	10/28/2016

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	D734229
Patent Number:	8192533
Patent Number:	8549850
Patent Number:	8230595
Patent Number:	8094455
Patent Number:	7919052
Patent Number:	7591345
Patent Number:	6457553
Patent Number:	6250422
Patent Number:	6076632
Patent Number:	9145096
Application Number:	12218573
Application Number:	14467907
Application Number:	14179429
Application Number:	14815155
Application Number:	14694858
Application Number:	14815118

CORRESPONDENCE DATA**PATENT**

Fax Number: (703)712-5240

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: 7037125361

Email: scotugno@mcguirewoods.com

Correspondent Name: SHANNON COTUGNO

Address Line 1: 1750 TYSONS BLVD

Address Line 2: SUITE 1800

Address Line 4: TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2062480-0035
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NAME OF SUBMITTER:	SHANNON COTUGNO
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SIGNATURE:	/SHANNON COTUGNO/
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DATE SIGNED:	11/16/2016
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 28, 2016, is made by **NELSON GLOBAL PRODUCTS, INC.**, an Indiana corporation formerly known as MVG Acquisition Corp. ("NGP"), and **WATER WORKS MANUFACTURING, INC.**, a Delaware corporation ("Water Works" and, together with NGP, collectively, the "Company"), in favor of **BMO HARRIS BANK N.A.**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, Swing Line Lender and the Letter of Credit Issuer (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated on or about the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **NELSON INTERMEDIATE HOLDINGS CORP.**, a Delaware corporation ("Holdings"), NGP, **PEORIA TUBE FORMING CORP.**, an Illinois corporation ("Peoria Tube"), **TUBE SPECIALITIES CO., INC.**, an Oregon corporation ("TSCO"), Water Works (together with Holdings, the Company, Peoria Tube and TSCO, collectively, the "Borrowers"), and **NELSON MIDCO CORP.**, a Delaware corporation ("MidCo") (each a "Grantor" and, collectively, the "Grantors"), the other Credit Parties, the Lenders from time to time party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Company is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Swing Line Lender, the Letter of Credit Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders, Swing Line Lender and the Letter of Credit Issuer to make their respective extensions of credit to the Borrowers thereunder, the Company hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Company, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Patent Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement and The Company hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Company hereby agrees that, anything herein to the contrary notwithstanding, the Company shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Company's reasonable business judgment, in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

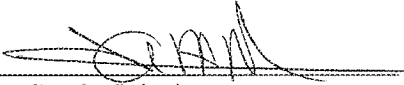
Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

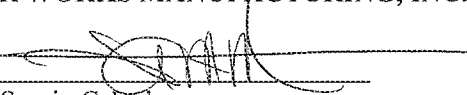
IN WITNESS WHEREOF, the Company has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NELSON GLOBAL PRODUCTS, INC.

By: 
Name: Sergio Cabada
Its: Chief Financial Officer

WATER WORKS MANUFACTURING, INC.

By: 
Name: Sergio Cabada
Its: Chief Financial Officer

[Signatures continued on following page]

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.
as Administrative Agent

By: 
Name: Craig Thistlethwaite
Its: Managing Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Patent Number</u>	<u>Title</u>
Nelson Global Products, Inc.	United States	Issued	D734,229	Gaseous Diluter
Nelson Global Products, Inc.	United States	Issued	8,192,533	Support System For Exhaust Emission Control Elements
Nelson Global Products, Inc.	United States	Issued	8,549,850	Exhaust Gas Aspirator
Nelson Global Products, Inc.	United States	Issued	8,230,595	Muffler Tubes And Methods Of Forming Muffler Tubes
Nelson Global Products, Inc.	United States	Issued	8,091,455	Apparatus, System, And Method For Cutting Tubes
Nelson Global Products, Inc.	United States	Issued	7,919,052	Securing Catalyst Element In Catalytic Converter With Bolted Bar
Nelson Global Products, Inc.	United States	Issued	7,591,345	Angled Muffler Seam Construction And Method
Nelson Global Products, Inc.	United States	Issued	US20100013217 (pub. No.)	Tube Joint And Method Of Joining Tubes In An Engine Exhaust System
MVG Acquisition Corp.	United States	Issued	6,457,553	Low Cost Muffler
MVG Acquisition Corp.	United States	Issued	6,250,422	Dual Cross-Flow Muffler
MVG Acquisition Corp.	United States	Issued	6,076,632	Cross Flow Baffle Muffler

Water Works Manufacturing, Inc.	United States	Issued	9,145,096	System For Attaching An Accessory Such As A Snowplow To A Vehicle
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2. PATENT APPLICATIONS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Patent Number</u>	<u>Title</u>
Nelson Global Products, Inc.	United States	Applied	US20150076811 (pub. No.)	Thin Foil Encapsulated Assemblies
Nelson Global Products, Inc.	United States	Applied	US20150226368 (pub. No.)	Insulated Tube Joint Connection
Nelson Global Products, Inc.	United States	Applied	14/815,155	Elastomer Formed Beaded Joint
Nelson Global Products, Inc.	United States	Applied	14/694,858	Engine Exhaust System Decomposition Tube
Nelson Global Products, Inc.	United States	Applied	14/815,118	Spherical Decoupler Conduit