

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4241522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REELL PRECISION MANUFACTURING CORPORATION	01/24/2017
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 SOUTH DEARBORN, FLOOR L2
Internal Address:	STE IL1-0480
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	6530123
Patent Number:	6561333
Patent Number:	6637571
Patent Number:	7257860
Patent Number:	8056688
Patent Number:	8523476
Patent Number:	8746417
Patent Number:	8959717
Patent Number:	8875348
Patent Number:	9341009
Patent Number:	9151342
Application Number:	14482785
Application Number:	14872293
CORRESPONDENCE DATA	
Fax Number:	(612)766-1600
<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:	612-766-6911
Email:	susan.carlson@faegrebd.com

Correspondent Name:	SUSAN CARLSON, FAEGRE BAKER DANIELS LLP
Address Line 1:	90 S 7TH ST STE 2200
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	SUSAN CARLSON
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SIGNATURE:	/e/ Susan Carlson
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DATE SIGNED:	01/25/2017
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Total Attachments: 4

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is dated effective as of January 24, 2017, by and between REELL PRECISION MANUFACTURING CORPORATION, a Minnesota corporation (“**Grantor**”), and JPMORGAN CHASE BANK, N.A., a national banking association (“**Lender**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) by and between Grantor, Lender, and the other Loan Parties party thereto, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), by Grantor in favor of Lender; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest in Patent Collateral. Grantor hereby affirms the grant to Lender pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

- (a) all Patents owned by Grantor, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered effective as of the day and year first above written.

REELL PRECISION MANUFACTURING
CORPORATION

By: John E. West
John E. West, Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: _____
Jed Hausmann, Authorized Officer

Signature Page to Patent Security Agreement

PATENT
REEL: 041075 FRAME: 0802

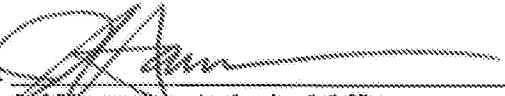
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered effective as of the day and year first above written.

REELL PRECISION MANUFACTURING
CORPORATION

By: _____
John E. West, Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By:  _____
Ted Hausmann, Authorized Officer

Signature Page to Patent Security Agreement

PATENT
REEL: 041075 FRAME: 0803

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Patent Description	Country	Patent Number	Issue Date
Clip Friction Hinge with Housing	USA	6,530,123	3/11/2003
Spring Clutch Utilizing Torque Slip Clips	USA	6,561,333	5/13/2003
Input Engaging Clutch	USA	6,637,571	10/28/2003
Brake Mechanism	USA	7,257,860	8/21/2007
Immersed Wrap Spring Device	USA	8,056,688	11/15/2011
Positioning and Damper Device	USA	8,523,476	9/3/2013
Cone Roller Lock Device (Linear)	USA	8,746,417	6/10/2014
Circumferential Strain Rotary Detent	USA	8,959,717	2/24/2015
Friction Hinge System	USA	8,875,348	11/4/2014
Multi-Axis Clip Hinge	USA	9,341,009	5/17/2016
Cone Roller Lock Device (Rotary)	USA	9,151,342	10/6/2015

PATENT APPLICATIONS

Patent Description	Country	Application Serial Number	Application Filing Date
TORQUE ELEMENT RETENTION SYSTEM	USA	14/482,785	9/10/2014
SHEARING FORCE MECHANISM WITH CROSS-LINKED...	USA	14/872,293	10/1/2015
GEAR CLIP FRICTION DEVICE	USA	not published	9/16/2016