

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4196557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
COMPUTER ASSISTED MANUFACTURING TECHNOLOGY CORPORATION	12/20/2016
CAM HOLDCO, LLC	12/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CONVERGENT CAPITAL PARTNERS III, L.P.
<b>Street Address:</b>	505 N. HIGHWAY 169
<b>Internal Address:</b>	SUITE 175
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55441
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9091277
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)371-3207
<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>	612-371-3296
<b>Email:</b>	mhargens@lindquist.com
<b>Correspondent Name:</b>	MARILYN HARGENS
<b>Address Line 1:</b>	80 SOUTH EIGHTH STREET
<b>Address Line 2:</b>	SUITE 2000 IDS CENTER
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	522747.0012
<b>NAME OF SUBMITTER:</b>	MARILYN J. HARGENS
<b>SIGNATURE:</b>	/Marilyn Hargens/
<b>DATE SIGNED:</b>	12/21/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 13</b>	
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS PATENT AND TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS EVIDENCED HEREBY, AND THE EXERCISE OF ANY RIGHT OR REMEDY IN RESPECT OF SUCH OBLIGATIONS AND ANY COLLATERAL, ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT, DATED AS OF DECEMBER 20, 2016 (AS IT MAY BE AMENDED, RESTATED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME THE "CONVERGENT SUBORDINATION AGREEMENT"), AMONG PACIFIC PREMIER BANK AND CONVERGENT CAPITAL PARTNERS III, L.P. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE CONVERGENT SUBORDINATION AGREEMENT AND THIS PATENT AND TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE CONVERGENT SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL. EACH PARTY TO THIS PATENT AND TRADEMARK SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF SAID CONVERGENT SUBORDINATION AGREEMENT AS IF SUCH PARTY WAS A SIGNATORY TO THERETO.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT dated as of December 20, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is entered into by and among CAM HOLDCO, LLC, a Delaware limited liability company ("Holdco"), and COMPUTER ASSISTED MANUFACTURING TECHNOLOGY CORPORATION, a California corporation (the "Company" and together with Holdco, and each individually, the "Grantor", and collectively, the "Grantors"), and CONVERGENT CAPITAL PARTNERS III, L.P., a Delaware limited partnership (the "Secured Party").

RECITALS

A. The Grantors and Secured Party have entered into a Securities Purchase Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*").

B. Pursuant to the Loan Agreement, the Secured Party has agreed to loan to the Grantors \$6,000,000 on the terms and subject to the conditions set forth in the Loan Agreement, including the terms and conditions of the Senior Promissory Note referenced therein (the "*Note*").

C. It is a requirement under the Loan Agreement that the Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein, to induce the Lender to enter into the Loan Agreement and to make the Loan to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. Definitions.

All capitalized terms used in this Agreement without definitions shall have the meanings assigned to those terms in the Loan Agreement. All terms defined in the Uniform Commercial Code of the State of Minnesota (the "UCC") and used in this Agreement shall have the same definitions in this Agreement as specified in the UCC, however, that the term "instrument" shall be such term as defined in Article 9 of the UCC rather than Article 3. For purposes of this Agreement,

"*Excluded Assets*" has the meaning set forth in the Security Agreement.

"*Obligations*" has the meaning set forth in the Security Agreement.

2. Security Interest.

To secure payment and performance of all of the Obligations, each Grantor hereby grants to the Lender a Lien in all of such Grantor's right, title and interest in all of the following property, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (collectively, the "*Collateral*");

A. All patents and patent applications, including (i) the patents and patent applications listed on Schedule A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "*Patents*");

B. Any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B (ii) all renewals thereof, (iii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "*Trademarks*").

C. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Patents, the Trademarks or any licenses with respect to the Patents or the Trademarks.

Notwithstanding anything else to the contrary contained in this Agreement or any other Loan Document, no security interest is granted or pledged to the Lender in any Excluded Assets.

3. Warranties and Covenants.

Each Grantor hereby covenants, represents and warrants that (all of such covenants being continuing in nature so long as any of the Obligations are outstanding):

A. Grantor is the owner of the Collateral free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement, Permitted Liens, any other liens permitted by the Secured Party in writing, and minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purpose. Grantor will, at Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications.

B. No Grantor will assign, sell, transfer, grant a Lien upon or grant an exclusive or non-exclusive license relating thereto, except to the Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of the Secured Party or except as permitted by the Loan Agreement or any other Loan Document.

C. Each Grantor will, at such Grantor's expense, perform all acts and execute all documents reasonably requested at any time by the Secured Party in its commercially reasonable discretion to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Subject to Section 2.2 of the Security Agreement, each Grantor hereby authorizes the Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Each Grantor further authorizes the Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. The Secured Party may, in its sole discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as reasonably requested by the Secured Party in its commercially reasonable discretion to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording

fees, court costs; collection charges and reasonable and documented out-of-pocket attorneys' fees. Each Grantor will be liable to the Lender for any such payment in accordance with Sections 9.7 and 9.9 of the Loan Agreement and such payment shall be part of the Obligations secured hereby.

E. As of the date hereof, the Grantors do not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A and Schedule B annexed hereto.

F. Each Grantor shall notify the Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of the Secured Party, Grantor shall execute and deliver to the Lender any and all amendments to this Agreement as may be reasonably requested by the Secured Party to evidence the Lien of the Secured Party in such Patent or Trademark.

G. Each Grantor will use its reasonable best efforts to not permit any of the Patents or Trademarks to become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable without the Secured Party's prior written consent. Each Grantor shall notify the Lender promptly if such Grantor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

H. Each Grantor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are reasonably necessary to maintain such application and registration of the Patents or Trademarks as such Grantor's exclusive property and to protect the Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

I. Each Grantor will promptly notify the Secured Party if such Grantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design reasonably likely to cause infringement with any Trademark material to Grantor's business or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by the Secured Party, such Grantor, at such Grantor's expense, shall take such action as the Secured Party may deem reasonably necessary for the protection of the Secured Party's interest in and to the Patents and the Trademarks.

4. Events of Default.

Any one or more Defaults under the Loan Agreements shall constitute an "*Event of Default*" by Grantor under this Agreement.

5. Rights and Remedies.

Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, in addition to all other rights and remedies of the Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any applicable grace period, the Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, the Grantors, except as such notice or consent is expressly provided for hereunder.

A. The Secured Party may make use, pursuant to an irrevocable, non-exclusive license and sublicense (in each case, exercisable without payment of royalties or other compensation to such Grantor), of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other Lien granted to the Secured Party by the Grantors.

B. The Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as the Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. The Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that the Secured Party agrees to provide the Grantors with twenty (20) business days prior written notice of any proposed disposition of the Collateral. The Secured Party shall have the power to buy the Collateral or any part thereof, and the Secured Party shall also have the power to execute assurances and perform all other acts which the Secured Party may, in its sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, the Grantors shall be liable for any deficiency to the extent permitted by applicable law.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, the Secured Party may at any time execute and deliver on behalf of the Grantors one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each Grantor agrees to pay the the Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees in accordance with Section 9.9 of the Loan Agreement.

E. The Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the costs and expenses thereof, including, without limitation, reasonable and documented out-of-pocket attorneys' fees and all legal, travel, and other expenses which may be incurred by the Secured Party. Thereafter, the Secured Party may apply any remaining proceeds to the Obligations. The Grantors shall remain liable to the Lender for any expenses or obligations remaining unpaid after the application of such proceeds in accordance with Section 9.9 of the Loan Agreement, and the Grantors will pay the Secured Party on

demand any such unpaid amount, together with interest at the Default rate set forth in the Note.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, the Grantors shall supply to the Secured Party or its designee each such Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and such Grantor's customer lists and other records relating to the Patents and the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring the Secured Party to take any such action at any time. All of the Secured Party's rights and remedies, whether provided under law, the Loan Agreement, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Miscellaneous.

A. Each Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of such Grantor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to upon the occurrence and during the continuance of an Event of Default take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in compliance with the UCC and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do at such Grantor's expense, at any time or from time to time, (i) after the occurrence and during the continuance of an Event of Default, all acts and things which the Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral, and (ii) at any time all acts and things which the Secured Party reasonably deems necessary to maintain the perfection and priority of the Secured Party's security interest in the Collateral, in each case, in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do. This power of attorney is a power coupled with an interest and shall terminate upon the termination of this Agreement.

B. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, or if any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Secured Party with respect to any such new rights. Without limiting any Grantor's obligations hereunder, each Grantor hereby authorizes



the Secured Party unilaterally to modify this Agreement by amending Schedule A and Schedule B to include any such new rights of Grantor upon prior written notice. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the schedules hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on the schedules hereto.

C. Any failure or delay by the Secured Party to require strict performance by any Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect the Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Default shall not waive or affect any other Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of the Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of the Secured Party and directed to the Grantors, specifying such waiver.

D. All notices and other communications called for hereunder shall be made in writing and shall be given in accordance with the notice provisions of the Loan Agreement, which notice provisions are incorporated herein by this reference.

E. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. The term "including" means "including without limitation." This Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Agreement.

G. The Lien granted to the Secured Party hereunder shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Secured Party of all Obligations.

H. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA.

I. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN HENNEPIN COUNTY, MINNESOTA; AND THE GRANTORS CONSENT TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND

WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE OTHER PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

J. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[Signatures begin on next page]

IN WITNESS WHEREOF, each Grantor and Lender have executed this Agreement by their respective duly authorized officers as of the date first above written.

"Grantors"

CAM HOLDCO, LLC

*Andrew A Eros*

By: Andrew Eros

Its: Chief Executive Officer

COMPUTER ASSISTED MANUFACTURING  
TECHNOLOGY CORPORATION

*Andrew A Eros*

By: Andrew Eros

Its: Chief Executive Officer

[Signature Page to PTSA (Convergent)]

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sf-3722361

**PATENT**  
**REEL: 041152 FRAME: 0813**

IN WITNESS WHEREOF, each Grantor and Lender have executed this Agreement by their respective duly authorized officers as of the date first above written.

"Grantors"

CAM HOLDCO, LLC

By: PRESIDIO INVESTORS CAM, LP  
Its: General Partner

By: PRESIDIO INVESTORS CAM GP, LLC  
Its: General Partner

By:  
Its:

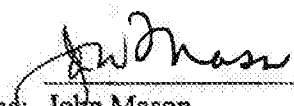
COMPUTER ASSISTED MANUFACTURING  
TECHNOLOGY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Lender"

CONVERGENT CAPITAL  
PARTNERS III, L.P.

By: Convergent Capital III, LLC  
Its: General Partner

By:   
Name: John Mason  
Its: Manager

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SCHEDULE A  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Applications

1. United States Patent No. 9,091,277, Systems and Methods for Manufacturing a Shrouded Impeller, published on July 28, 2015, invented by Lance A. Young
2. Patent Cooperation Treaty Patent No. WO2015163925, Systems and Methods for Manufacturing a Shrouded Impeller, published on October 29, 2015, invented by Lance A. Young

SCHEDULE A

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**PATENT**  
**REEL: 041152 FRAME: 0815**

SCHEDULE B  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

1. A common law trademark in the name "Camtech".

Trade Names

1. Camtech

Trademarks Not Currently In Use

None

SCHEDULE B

DOCS-#5604413-v4  
sf-3722361

**PATENT**  
**REEL: 041152 FRAME: 0816**

SCHEDULE C  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None

SCHEDULE C

DOCS-#5604413-v4  
sf-3722361

RECORDED: 12/21/2016

PATENT  
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