

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
MACNEILL ENGINEERING COMPANY, INC.	12/13/2016
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT
Street Address:	7255 WOODMONT AVENUE, SUITE 200
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	5768809
Patent Number:	5996260
Patent Number:	6108944
Patent Number:	6151805
Patent Number:	D453875
Patent Number:	D454248
Patent Number:	D468895
Patent Number:	D469245
Patent Number:	D470733
Patent Number:	D473699
CORRESPONDENCE DATA	
Fax Number:	(312)609-5005
<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>	
Email:	hmiller@vedderprice.com
Correspondent Name:	HOLLY MILLER
Address Line 1:	222 NORTH LASALLE STREET - 24TH FLOOR
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	47901000006

NAME OF SUBMITTER:	HOLLY MILLER
SIGNATURE:	/Holly Miller/
DATE SIGNED:	12/22/2016
Total Attachments: 5 source=I.A.6.a. Patent Security Agreement (MacNeill Engineering Company Inc.)#page1.tif source=I.A.6.a. Patent Security Agreement (MacNeill Engineering Company Inc.)#page2.tif source=I.A.6.a. Patent Security Agreement (MacNeill Engineering Company Inc.)#page3.tif source=I.A.6.a. Patent Security Agreement (MacNeill Engineering Company Inc.)#page4.tif source=I.A.6.a. Patent Security Agreement (MacNeill Engineering Company Inc.)#page5.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement") made as of December 13, 2016, by **MACNEILL ENGINEERING COMPANY, INC.**, a Massachusetts corporation ("Grantor"), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

WITNESSETH:

WHEREAS, Grantor, Grantee and Lenders, along with the other parties thereto, are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, executed as of the date hereof, by and among Grantor, Grantee, the Lenders and the other parties thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing, or owned, acquired or arising hereafter: (i) all of Grantor's Patents (as defined in the Security Agreement) including each Patent grant and application listed on Schedule 1 annexed hereto, together with any re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and (ii) all Proceeds of any such Patents, including, among other things, Patent Licenses (collectively the "Patent Collateral").

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as set forth in the Security Agreement.

2. Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby reaffirms its grants to the Grantee, for its benefit and the benefit of the Lenders, of a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Patent Collateral, whether now owned or existing or owned, acquired, or arising hereafter. This Agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW,

TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

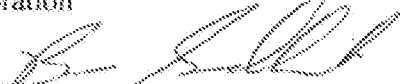
(Signature Pages Follow)

(Signature Page to Patent Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Patent Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

**MACNEILL ENGINEERING
COMPANY, INC.**, a Massachusetts
corporation

By: 

Brian Sudbrink
Treasurer and Secretary

(Signature Page to Patent Security Agreement)

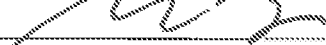
Agreed and Accepted
as of the Date First Written
Above

GRANTEE:

MIDCAP FINANCIAL TRUST, a Delaware statutory
trust

By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management GP, LLC
Its: General Partner

By: 
Maurice Amsellem
Authorized Signatory

Schedule 1

PATENTS

Patent Number	Filing Date	Issue Date	Current Owner of Record	Patent Title
5768809	12/23/96	06/23/98	MACNEILL ENGINEERING COMPANY INC.	Quick-release spike for footwear
5996260	10/26/98	12/07/99	MACNEILL ENGINEERING COMPANY INC.	Dual density plastic cleat for footwear
6108944	12/09/98	08/29/00	MACNEILL ENG CO INC	Quick-release connector
6151805	04/17/98	11/28/00	MACNEILL ENGINEERING COMPANY INC.	Quick-release spike for footwear
D453875	03/21/01	02/26/02	MACNEILL ENG CO INC	Gusseted pocket golf bag
D454248	11/15/00	03/12/02	MACNEILL ENGINEERING COMPANY INC.	Removable cleat for footwear
D468895	11/27/01	01/21/03	MACNEILL ENGINEERING COMPANY INC.	Directional comfort cleat
D469245	05/03/01	01/28/03	MACNEILL ENG CO INC	Removable cleat
D470733	02/23/01	02/25/03	MACNEILL ENGINEERING COMPANY INC.	Nested bit cleat wrench
D473699	08/23/00	04/29/03	MACNEILL ENGINEERING COMPANY INC.	Cushioned cleat for footwear