

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4258224

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF PATENT SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TIME MANUFACTURING COMPANY	02/03/2017
RECEIVING PARTY DATA		
Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT	
Street Address:	787 SEVENTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	13487012
	Application Number:	14872939
CORRESPONDENCE DATA		
Fax Number:	(213)891-8763	
<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:	rhonda.deleon@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	355 SOUTH GRAND AVENUE	
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560	
ATTORNEY DOCKET NUMBER:	049018-0069	
NAME OF SUBMITTER:	RHONDA DELEON	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	02/03/2017	
Total Attachments: 4		
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GRANT OF PATENT SECURITY INTEREST

WHEREAS, the Grantors signatory hereto (each, a **“Grantor”** and collectively, the **“Grantors”**), own and in the future may acquire various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Time Manufacturing Acquisition, LLC, a Delaware limited liability company (**“Company”**) has entered into a Credit Agreement, dated as February 3, 2017 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Credit Agreement”**) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the **“Lenders”**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **“Secured Party”**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **“Lender Swap Agreements”**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **“Swap Counterparties”**); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Guaranty”**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Security Agreement”**), among Company, Secured Party and the other grantors named therein, each Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter

existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the United States patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

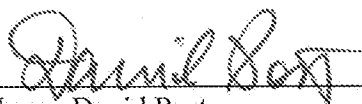
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantors have caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

TIME MANUFACTURING COMPANY

By: 
Name: David Post
Title: Chief Financial Officer, Secretary and
Treasurer

SIGNATURE PAGE - GRANT OF PATENT SECURITY INTEREST

PATENT
REEL: 041618 FRAME: 0004

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

PATENTS

Patent Title	Country	Application Number	Filing Date	Patent Number	Issue Date	Current Owner/ Applicant
Apparatuses and Methods for Providing High Electrical Resistance for Aerial Work Platform Components	United States	13487012	06/01/2012			Time Manufacturing Company
Apparatus and Methods for Providing High Electrical Resistance for Aerial Work Platform Components	United States	14872939	10/1/2015			Time Manufacturing Company