

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4368344

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN CAST IRON PIPE COMPANY	04/13/2017
WATEROUS COMPANY	04/13/2017
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	300 GALLERIA PARKWAY, SUITE 800
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9145053
Patent Number:	9175686
Patent Number:	9480867
Patent Number:	9587641
Patent Number:	D693850
Patent Number:	9457211
Application Number:	14934947
CORRESPONDENCE DATA	
Fax Number:	(404)522-8409
<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:	404-420-5527
Email:	rjk@phrd.com
Correspondent Name:	RHONDA J. KENYERI, PARALEGAL
Address Line 1:	303 PEACHTREE STREET
Address Line 4:	ATLANTA, GEORGIA 30308
NAME OF SUBMITTER:	BOBBI ACCORD NOLAND
SIGNATURE:	/ban/
DATE SIGNED:	04/14/2017

Total Attachments: 5

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SECOND AMENDMENT TO PATENT SECURITY AGREEMENT

This SECOND AMENDMENT TO PATENT SECURITY AGREEMENT (this "Amendment") is made and entered into this 13th day of April, 2017, by and among **BANK OF AMERICA, N.A.**, national banking association, having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia, 30339, in its capacity as agent for the Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and each of the parties named as a Grantor on the signature pages hereto (each individually, a "Grantor" and collectively, the "Grantors"), each having an office at the place listed below its name on the signature pages hereto.

Recitals:

Reference is made to that certain Patent Security Agreement among Grantors and Agent dated March 28, 2011 (as at any time amended, restated, supplemented or otherwise modified, the "Patent Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Patent Security Agreement.

Grantors have informed Agent of additional patents and patent applications of Grantors not included as "Patents" in the Patent Security Agreement.

Grantors have agreed to revise Exhibit A of the Patent Security Agreement to include the new patents and patent applications within the definition of "Patents" under the Patent Security Agreement. Subject to the terms and on the conditions contained herein, Grantors and Agent hereby agree to enter into this Amendment to revise Exhibit A to the Patent Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Patent Security Agreement.
2. Amendment to Patent Security Agreement. The Patent Security Agreement is hereby amended by adding the patents and patent applications contained on Schedule I to this Amendment to Exhibit A of the Patent Security Agreement (the "New Patents").
3. Grant of Security Interest. To secure the prompt payment and performance of the Obligations, each Grantor hereby pledges, assigns and grants to Agent a continuing security interest in and Lien upon the New Patents and all Patent Collateral arising out of or relating to the New Patents.
4. Reaffirmation by Grantors. Each Grantor hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by such Grantor in the Patent Security Agreement. Additionally, each Grantor hereby represents and warrants to Agent that Exhibit A to the Patent Security Agreement, as supplemented hereby, contains a complete and accurate list of the Patents owned by Grantors as of the date hereof (other than with respect to Patents that may have expired or become obsolete), and that all New Patents described in Schedule I to this Amendment shall constitute Patent Collateral under the Patent Security Agreement securing the Obligations. Each Grantor further represents and warrants to Agent that it has the full authority to enter into this Amendment and to grant the security interests and Liens provided for in the Patent Security Agreement.

5. Reference to Patent Security Agreement. Upon the effectiveness of this Amendment, each reference in the Patent Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Patent Security Agreement, as amended by this Amendment.

6. Effectiveness; Governing Law. This Amendment shall be effective upon acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

7. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. No Novation, etc. Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Patent Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Patent Security Agreement as herein modified shall continue in full force and effect.

9. Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

10. Further Assurances. Each Grantor agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

11. Section Titles. Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

12. Release of Claims. Each Grantor acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Agent relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.

13. Waiver of Jury Trial. To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

GRANTORS:

Attest:

AMERICAN CAST IRON PIPE COMPANY

By: J.M. Cook
J.M. Cook, Vice President, Finance and
Treasurer

By: V.L. Richey
V.L. Richey, President and Chief Executive
Officer

[Corporate Seal]

Attest:

WATEROUS COMPANY

By: J.M. Cook
J.M. Cook, Treasurer and Assistant
Secretary

By: V.L. Richey
V.L. Richey, Chairman of the Board

[Corporate Seal]

[Signatures continue on the following page]

Accepted by:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: Dennis J. Login
Name: Dennis J. Login
Title: VP

SCHEDULE I

Patents

Owner	U.S. Patent Name / Title	Registration/ Application No.
Waterous Company	Power Take-Off Clutch Assembly	9,145,053
Waterous Company	Priming Valve System for Pre-Priming Centrifugal Pump Intakes	9,175,686
Waterous Company	Proportional Dynamic Ratio Control for Compressed Air Foam Delivery	9,480,867
Waterous Company	Integrated Reciprocating Primer Drive Arrangement	9,587,641
Waterous Company	Pump Shroud	D693,850
Waterous Company	Top Access to a Pump Module of a Fire Truck	9,457,211

Patent Applications

Owner	U.S. Patent Name / Title	Registration/ Application No.
Waterous Company	Compressed Air Foam Fluid Mixing Device	14/934,947