

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4368771

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AERO PRECISION, LLC	03/28/2017
RECEIVING PARTY DATA		
Name:	MB FINANCIAL BANK, N.A.	
Street Address:	6111 N. RIVER ROAD	
City:	ROSEMONT	
State/Country:	ILLINOIS	
Postal Code:	60018	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8726558	
Patent Number:	D716902	
CORRESPONDENCE DATA		
Fax Number:		
<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:	312-577-8574	
Email:	humberto.aquino@kattenlaw.com	
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN	
Address Line 1:	525 WEST MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	320868-36	
NAME OF SUBMITTER:	HUMBERTO AQUINO	
SIGNATURE:	/HUMBERTO AQUINO/	
DATE SIGNED:	04/14/2017	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**") is made as of March **28**, 2017, by AERO PRECISION, LLC ("**Grantor**"), in favor of MB FINANCIAL BANK, N.A. ("**Grantee**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the patent registrations, patent applications and patent licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor, Ballistic Advantage, LLC and Fall Machine Company, LLC (collectively, the "**Borrowers**") have entered into that certain Credit and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with Grantee, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1, together with all reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof, and all goodwill associated therewith;
- (2) each United States patent license, including, without limitation, each patent license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 1, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "**Patent Collateral**").

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with

respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

AERO PRECISION, LLC

By: 

Name: Scott Dover

Its: Chief Executive Officer

Patent Security Agreement

At
PATENT
REEL: 042010 FRAME: 0226

Acknowledged:

MB FINANCIAL BANK, N.A.

By: 

Name: STEPHEN C. ENGHAUER

Title: SVF

Patent Security Agreement

Schedule 1
to
Patent Security Agreement

Jurisdiction	Title	Registration/ Application Number	Date of Registration/ Application
U.S.	AR-15 Handguard System	8726558	5/20/2014
U.S.	AR-15 Handguard System	D716902	11/4/2014

Patent Security Agreement
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