

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4390160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WINTEC INDUSTRIES, INC.	04/27/2017
RECEIVING PARTY DATA	
Name:	CITY NATIONAL BANK
Street Address:	555 SOUTH FLOWER STREET, 24TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7928591
Patent Number:	8822238
Patent Number:	8350393
Patent Number:	8344376
Patent Number:	8674523
Patent Number:	8535955
Patent Number:	8530248
Patent Number:	8536572
CORRESPONDENCE DATA	
Fax Number:	(310)277-4730
<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:	310.284.6107
Email:	ssteigleder@mwe.com, cvicino@mwe.com
Correspondent Name:	SARAH STEIGLEDER
Address Line 1:	MCDERMOTT WILL & EMERY LLP
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	55267-016
NAME OF SUBMITTER:	SARAH STEIGLEDER
SIGNATURE:	/Sarah Steigleder/

PATENT

DATE SIGNED:	04/28/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=Wintec-Patent Security Agreement (Executed)#page1.tif source=Wintec-Patent Security Agreement (Executed)#page2.tif source=Wintec-Patent Security Agreement (Executed)#page3.tif source=Wintec-Patent Security Agreement (Executed)#page4.tif source=Wintec-Patent Security Agreement (Executed)#page5.tif source=Wintec-Patent Security Agreement (Executed)#page6.tif source=Wintec-Patent Security Agreement (Executed)#page7.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “Patent Security Agreement”) is made this 27th day of April, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **CITY NATIONAL BANK**, a national banking association (“CNB”).

RECITALS:

A. Pursuant to that certain Credit Agreement dated as of April 27, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Wintec Industries, Inc., a California corporation (“Borrower”), the other Loan Parties party thereto, and CNB, CNB has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

B. CNB is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to CNB, that certain Guaranty and Security Agreement, dated as of April 27, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”).

C. Pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to CNB this Patent Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to CNB to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its registered United States Patents and Patent Intellectual Property Licenses referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to CNB whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to CNB pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of CNB with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. 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, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to CNB with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize CNB unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from CNB's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic method of transmission (including PDF) shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY

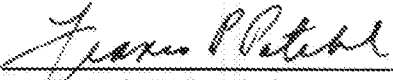
TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

[Signature page follows]

GRANTOR:

WINTEC INDUSTRIES, INC.

By: 

Name: Francis P. Patchel

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED

BY:

CNB:

CITY NATIONAL BANK

By: _____

Name: Robert Yasuda

Title: Senior Vice President

GRANTOR:

WINTEC INDUSTRIES, INC.

By: _____
Name: Francis P. Patchel
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED
BY:

CNB:

CITY NATIONAL BANK

By: _____
Name: Robert Yasuda
Title: Senior Vice President

[Wintec-Patent Security Agreement]

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PATENT
REEL: 042177 FRAME: 0751

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	<u>Serial #</u>	<u>Publication #</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Title</u>	<u>Expiration Date</u>
Wintec Industries, Inc.	11/351,418	2006-0202359	7,928,591	4/19/11	Apparatus And Method For Predetermined Component Placement To A Target Platform	2/10/26
Wintec Industries, Inc.	13/049,302	2011-0164951	8,822,238	9/2/14	Apparatus And Method For Predetermined Component Placement To A Target Platform	2/10/26
Wintec Industries, Inc.	12/779,046	2011-0119906	8,350,393	1/8/13	Apparatus And Method For Predetermined Component Placement To A Target Platform	2/10/26
Wintec Industries, Inc.	12/779,047	2011-0119907	8,344,376	1/1/13	Apparatus And Method For Predetermined Component Placement To A Target Platform	2/10/26
Wintec Industries, Inc.	12/799,048	2011-0121841	8,674,523	3/18/14	Apparatus And Method For Predetermined Component Placement To A Target Platform	2/10/26
Wintec	12/779,049	2011-0121293	8,535,955	9/17/13	Apparatus And Method For	2/10/26

Industries, Inc.					Predetermined Component Placement To A Target Platform	
Wintec Industries, Inc.	12/779,051	2011-0210329	8,530,248	9/10/13	Apparatus And Method For Predetermined Component Placement To A Target Platform	2/10/26
Wintec Industries, Inc.	12/779,052	2011-0212549	8,536,572	9/17/13	Apparatus And Method For Predetermined Component Placement To A Target Platform	2/10/26

Patent Licenses

None.