

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4367209

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the NATURE OF CONVEYANCE previously recorded on Reel 030197 Frame 0725. Assignor(s) hereby confirms the SECURITY INTEREST.

**CONVEYING PARTY DATA**

Name	Execution Date
APCI, LLC	01/25/2013

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION
<b>Street Address:</b>	721 LOCUST STREET, FIRST FLOOR, BANK LOBBY (SI-MO-L1CB)
<b>Internal Address:</b>	COMMERICAL LENDING
<b>City:</b>	ST. LOUIS
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63101

**PROPERTY NUMBERS Total: 13**

Property Type	Number
Application Number:	13462655
Application Number:	13309054
Application Number:	61630124
Application Number:	61630130
Application Number:	61630146
Application Number:	61630131
Application Number:	61630156
Application Number:	61630129
Application Number:	61630128
Application Number:	61626642
Patent Number:	8070039
Patent Number:	8181841
PCT Number:	US2011048785

**CORRESPONDENCE DATA**

Fax Number: (314)612-1301

*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.*

Phone: 314-444-7600

**PATENT**

**Email:** ipdept@lewisrice.com  
**Correspondent Name:** STEVE DRAPEKIN  
**Address Line 1:** LEWIS RICE LLC, 600 WASHINGTON AVE, STE. 2500  
**Address Line 2:** BOX IP DEPT  
**Address Line 4:** ST LOUIS, MISSOURI 63101

**NAME OF SUBMITTER:** ELIZABETH HOLTMANN

**SIGNATURE:** /ECH/

**DATE SIGNED:** 04/13/2017

**Total Attachments: 11**

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PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
APCI, LLC	01/25/2013

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	721 Locust Street, First Floor, Bank Lobby (SI-MO-L1CB)
Internal Address:	Commercial Lending
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101

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Patent Number:	8070039
Patent Number:	8181841
PCT Number:	US2011048785

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CORRESPONDENCE DATA

502307618

PATENT  
 REEL: 030197 FRAME: 0725  
 PATENT  
 REEL: 042247 FRAME: 0127

Fax Number: 3146673633  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 314-352-6000  
Email: ipdocket@thompsoncoburn.com  
Correspondent Name: Thompson Coburn LLP  
Address Line 1: ONE US BANK PLAZA  
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299/103752
NAME OF SUBMITTER:	Matthew J. Himich
Signature:	/Matthew J. Himich/
Date:	04/11/2013

Total Attachments: 9  
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## PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of January 25, 2013, by APCI, LLC, an Indiana limited liability company ("Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Collateral Agent ("Collateral Agent") and has reference to the following facts and circumstances (the "Recitals"):

A. U.S. Bank National Association, a national banking association ("U.S. Bank"), in its capacities as Swing Line Lender, L/C Issuer and Administrative Agent ("Administrative Agent"), Stupp Bros. Inc., a Missouri corporation ("Borrower"), and Lenders, executed the Credit Agreement dated as of December 6, 2012, as the same may from time to time be amended, modified, extended, renewed or restated (the "Credit Agreement"). In order to induce Administrative Agent and certain Lenders to enter into the Credit Agreement, Borrower has agreed to execute and deliver the Guaranty and this Agreement to Collateral Agent for the ratable benefit of Lenders.

B. U.S. Bank issued its irrevocable transferable direct-pay letter of credit in favor of the Branch Banking and Trust Company (successor by merger to Bowling Green Bank & Trust Company, N.A.), as trustee, relating to certain Taxable Industrial Development Revenue Bonds (Stupp Bros., Inc. Project) 1998 Series B-1 issued by the Warren County, Kentucky Industrial Development Authority (the "Bowling Green Letter of Credit"). U.S. Bank is also the current holder of certain Revenue Bonds (Stupp Bros., Inc. Project) Series 2008 issued by the Industrial Development Authority of the Parish of East Baton Rouge, Inc. (the "GOZONE Bonds").

C. Administrative Agent and U.S. Bank are parties to the Intercreditor and Collateral Agency Agreement dated as of December 6, 2012, as the same may from time to time be amended, modified, extended, renewed or restated (the "Intercreditor Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Credit Agreement and the Intercreditor Agreement), in which Administrative Agent and U.S. Bank (i) appointed Administrative Agent as Collateral Agent, and (ii) set forth their agreement regarding the priority of the liens and security interests in the Collateral (defined below).

D. The liens and security interests granted by Borrower in favor of Collateral Agent shall secure Borrower's Obligations (as defined in the Credit Agreement), the Bowling Green Letter of Credit Obligations (as defined in the Intercreditor Agreement), and the GOZONE Bond Obligations (as defined in the Intercreditor Agreement) as described below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Collateral Agent as follows:

1. Recitals. The Recitals are true and correct, and, with the defined terms set forth in the introductory paragraph and in the Recitals, are incorporated herein by this reference.

2. Grant of Security Interest. For value received, Debtor hereby grants to Collateral Agent for the ratable benefit of Lenders a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule A, attached hereto and incorporated herein by reference, but excluding any intent-to-use trademark applications; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) all license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, the Bowling Green Letter of Credit Obligations, and the GOZONE Bond Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor and/or Borrower to Collateral Agent and/or any Lender evidenced by or arising under or in respect of this Agreement, the Credit Agreement, any other Loan Document, the Bowling Green Letter of Credit Documents, and the GOZONE Bond Documents (the Loan Documents, the Bowling Green Letter of Credit Documents, and the GOZONE Bond Documents collectively referred to as the "Financing Documents") and (iii) any and all costs of collection, including, without limitation, Attorneys' Fees and expenses, incurred by Collateral Agent and/or any Lender upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing Collateral Agent in connection with any proceedings by, against or involving Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

3. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Collateral Agent, and covenants and agrees with Collateral Agent and each Lender, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user

agreements, shop rights and covenants by Debtor not to sue third persons except for licenses granted in the ordinary course of business (except Liens granted in favor of Borrower);

(e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of all material registered Patents and Trademarks;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement except in the ordinary course of business or with the prior consent of Secured Party.; and

(h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

4. Inspection Rights: Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Collateral Agent and any Lender during normal business hours and at other reasonable times. Debtor will reimburse Collateral Agent and Lenders upon demand for all costs and expenses incurred by Collateral Agent in connection with any such inspection conducted by Collateral Agent while any Default or Event of Default under the Credit Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Collateral Agent or any Lender, upon Collateral Agent's or any Collateral Agent's reasonable request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.

5. Further Assurances. Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full, (b) Collateral Agent and/or any Lender has no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Credit Agreement or otherwise and (c) the Credit Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of Collateral Agent and Lenders, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Credit Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Collateral Agent and Lenders under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Collateral Agent and Lenders any and all further instruments and documents and take any and all further action that Collateral Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Collateral Agent and Lenders to exercise their rights and remedies under this Agreement with respect to the same.

6. Additional Patents, Trademarks and Licenses. If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Collateral Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Collateral Agent prompt written notice thereof.

7. Modification by Collateral Agent. Debtor authorizes Collateral Agent to modify this Agreement by amending Schedule A to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 2 and 6 below, without the signature of Debtor if permitted by applicable law.

8. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Credit Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights

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under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold or licensed by Debtor, for Debtor's own benefit and account or Debtor's licensees' benefit and account and for none other.

9. Default. If any Event of Default under the Credit Agreement shall have occurred and be continuing, Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Collateral Agent may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Collateral Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Collateral Agent of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Collateral Agent to Debtor. If an Event of Default shall occur and be continuing, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and Lenders) to enforce any and all of the Patents, Trademarks and Licenses, and, if Collateral Agent shall commence any such suit, Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Agreement. All of Collateral Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

10. Termination of Agreement. At such time as (a) Debtor shall pay all of the Secured Obligations in full, (b) no Letters of Credit shall remain outstanding, (c) Collateral Agent and/or any Lender shall have no further commitment or obligation to make any Loans or advances or other extensions of credit to Debtor under the Credit Agreement or otherwise and (d) the Credit Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Collateral Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Collateral Agent's security interest therein, subject to any disposition thereof which may have been made by Collateral Agent pursuant to this Agreement.

11. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the Attorneys' fees and expenses incurred by Collateral Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Collateral Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at an annual rate per equal to the lesser of Two Percent (2%) over and above the Base Rate (fluctuating as and when the Base Rate changes) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

12. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as



commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

13. Collateral Agent Appointed Attorney-In-Fact. If any Event of Default under the Credit Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Collateral Agent to make, constitute and appoint any officer or Collateral Agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Collateral Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Collateral Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

14. No Waiver. No course of dealing between Debtor and Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Notices. Except as otherwise specified in this Agreement, any notice, request, demand, consent or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, if to Debtor or Collateral Agent to the address or facsimile number of Debtor listed on the signature page(s) of this Agreement, or at such other address or facsimile number as either party may from time to time designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile (with answerback confirmation received), on the first Business Day after the day on which sent, if sent by recognized overnight courier or on the fifth Business Day after the day on which mailed, if sent by registered or certified mail.

17. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Collateral Agent, except as provided in Paragraph 6 above.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

20. Consent to Jurisdiction: Waiver of Jury Trial. DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY MISSOURI STATE COURT SITTING IN ST. LOUIS COUNTY, MISSOURI AND/OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AS COLLATERAL AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THE BORROWER MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (E) AUTHORIZES THE SERVICE OF PROCESS UPON BORROWER BY REGISTERED MAIL SENT TO DEBTOR AT ITS ADDRESS DETERMINED PURSUANT TO SECTION 18.

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**DEBTOR AND COLLATERAL AGENT EACH IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH DEBTOR AND COLLATERAL AGENT ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

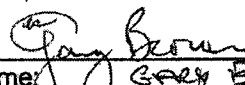
IN WITNESS WHEREOF, Debtor has executed this Agreement as of the day and year first above written.

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SIGNATURE PAGE-  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT- January 25, 2013

Debtor:

APCI, LLC

By:   
Name: GARY BROWN  
Title: CEO

Address:

c/o Stupp, Bros, Inc.  
3800 Weber Road  
St. Louis, Missouri 63125  
Attention: Thomas L. Turner, Chief Financial Officer

(314) 638-2660 (FAX)

Agreed to and acknowledged by Collateral Agent as of January 15 2013:

Collateral Agent

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_  
Daniel R. Kraus, Vice President

Address:

721 Locust Street, First Floor, Bank Lobby (SI-MO-L1CB)  
St. Louis, Missouri 63101  
Attention: Commercial Lending

(314) 418-8090 (FAX)

SIGNATURE PAGE-  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT- January 25, 2013

Debtor:

APCI, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:

c/o Stupp, Bros, Inc.  
3800 Weber Road  
St. Louis, Missouri 63125  
Attention: Thomas L. Turner, Chief Financial Officer  
  
(314) 638-2660 (FAX)

Agreed to and acknowledged by Collateral Agent as of January 15 2013:

Collateral Agent:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By:  \_\_\_\_\_  
Daniel R. Kraus, Vice President

Address:

721 Locust Street, First Floor, Bank Lobby (SI-MO-L1CB)  
St. Louis, Missouri 63101  
Attention: Commercial Lending

(314) 418-8090 (FAX)

## SCHEDULE A

### U.S. Issued Patents:

1. Patent Number: US 8,070,039, issued 12-6-11
2. Patent Number: US 8,181,841, issued 5-22-12

### U.S. Pending Applications:

3. Application number: 13/462,655 Linear Friction Welder System and Method, filed May 2, 2012
4. Application number: 13/309,054 Linear Friction Welder with Helical Groove, filed December 1, 2011
5. LFW Apparatus (X-Y Motion) Serial Number: 61/630,124, APCI Attorney Ref. No. A11.011
6. LFW Method (Coupon Welds) Serial Number: 61/630,130, APCI Attorney Ref. No. All.005
7. Repair Method & fixtures. LFW Method (Flash Trap) Serial Number: 61/630,146, APCI Attorney Ref. No.A11.016
8. LFW Method (Form Shaping) Serial Number: 61/630,146, APCI Attorney Ref. No. A11.018
9. LFW Apparatus & Method (Moon Chip) Serial Number: 61/630,131, APCI Attorney Ref. No. A11.006
10. LFW Apparatus & Method (Tube Oscillator) Serial Number: 61/630,156, APCI Attorney Ref. No. A11.002
11. LFW Apparatus & Method (Multi-Blade to Rotor Hub) Serial Number: 61/630,129, APCI Attorney Ref. No. A11.003
12. LFW Apparatus (Dual Head Oscillator) Serial Number: 61/630,128, APCI Attorney Ref. No. A11.004
13. LFW for Continuous Rods Serial Number: 61/626,642 (Abandoned) , APCI Attorney Ref. No. All.017

### Foreign Application:

14. PCT/U52011/048785 Linear Friction Welding System with Eccentrics, Filed August 23, 2011

### Invention Disclosures:

15. Weld Profile: Description: Use of APCI, LFW to create a unique weld profile, APCI Attorney Ref. No. A11.014
16. Zero Load LFW Fixtures: Description: Fixtures eliminate load forces on work pieces. , APCI Attorney Ref. No. A11.012
17. Torque Load Control System: Description: Control System for LFW that monitors torque., APCI Attorney Ref. No. A11.013

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