

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4390447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CAPITALSOURCE FINANCE LLC	08/21/2007
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	REELCRAFT INDUSTRIES INC.	
<b>Street Address:</b>	2842 EAST BUSINESS 30	
<b>City:</b>	COLUMBIA CITY	
<b>State/Country:</b>	INDIANA	
<b>Postal Code:</b>	46725	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7150425
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	267-436-6894	
<b>Email:</b>	mark.ussai@skf.com	
<b>Correspondent Name:</b>	MARK A USSAI	
<b>Address Line 1:</b>	890 FORTY FOOT ROAD	
<b>Address Line 4:</b>	LANSDALE, PENNSYLVANIA 19446	
<b>NAME OF SUBMITTER:</b>	MARK A. USSAI	
<b>SIGNATURE:</b>	/Mark A. Ussai/	
<b>DATE SIGNED:</b>	04/28/2017	
<b>Total Attachments: 14</b>		
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## RELEASE OF SECURITY INTEREST IN PATENTS

**THIS RELEASE OF SECURITY INTEREST IN PATENTS** (this "Release") is made as of April 26, 2017 (the "Effective Date") by CapitalSource Finance LLC ("CapitalSource"), a Delaware limited liability company, located at 5404 Wisconsin Avenue, 2nd Floor, Chevy Chase, Maryland 20815, as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") in favor of Reelcraft International, Inc. and Reelcraft Industries, Inc., each an Indiana corporation, located at 2842 E. Business Hwy 30, Columbia City, IN 46725 (individually and collectively, the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Note (as defined below), Credit Agreement (as defined below) or the Security Agreement (as defined below) as the case may be.

**WHEREAS**, reference is made to (i) that certain Second Lien Credit Agreement dated as of July 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, the Agent and the lender parties thereto from time to time (collectively, the "Lenders" and, together with the Agent, the "Secured Parties"), and (ii) that certain Second Lien Guarantee and Collateral Agreement dated July 11, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between Borrower, certain other subsidiaries of the Borrower, and the Agent for the benefit of the Secured Parties;

**WHEREAS**, pursuant to the Intercreditor Agreement, Grantor executed and delivered to the Agent that certain Short Form Second Lien Patent Security Agreement dated July 11, 2007 (the "Security Agreement") in favor of the Agent for the benefit of the Secured Parties;

**WHEREAS**, pursuant to the terms and conditions of the Intercreditor Agreement and the Short Form Second Lien Patent Security Agreement, Grantor pledged and granted to the Agent, to secure the obligations under the Second Lien Credit Agreement, respectively, a continuing security interest in all of such Grantor's right, title and interest in and to the Patent Collateral (as defined in the Short Form Second Lien Patent Security Agreement);

**WHEREAS**, the Short Form Second Lien Patent Security Agreement was recorded with the United States Patent and Trademark Office on September 28, 2007 at Reel/Frame 019899/0199-0205;

**WHEREAS**, Grantor has requested that the Agent release its continuing security interest granted pursuant to the Short Form Second Lien Patent Security Agreement in and to the Patent Collateral pertaining solely to that certain patent application set forth on Schedule A hereto (the "Released Patent Collateral").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties and itself, hereby terminates, cancels and releases as of the Effective Date its continuing security interest granted in and to the Released Patent Collateral pursuant to the Short Form Second Lien Patent Security Agreement and hereby assigns and transfers to the Grantor any right, title and interest it may have in and to the Released Patent Collateral pursuant to the Short Form Second Lien Patent Security Agreement.

The release set forth herein shall be without recourse to or warranty by the Agent and shall relate solely to the Released Patent Collateral.

**THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH  
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

\* \* \* \* \*

**IN WITNESS WHEREOF**, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

AGENT:

**CAPITALSOURCE FINANCE LLC**

By: 

Name: Christopher J. Blagg

Title: Authorized Signatory

ACKNOWLEDGED AND AGREED BY:

REELCRAFT INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REELCRAFT INDUSTRIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**See attached**



UNITED STATES  
PATENT AND TRADEMARK OFFICE

## Assignment abstract of title for Application 10446592

Invention title/Inventor ADJUSTABLE REEL ASSEMBLY Gregory G. Banaszekiewicz, Edward L. Walter, Sanford R. Penn	Patent 7150425 Dec 19, 2006	Publication 20040238675 Dec 2, 2004	Application 10446592 May 28, 2003	PCT	International registration
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## Assignments (3 total)

### Assignment 3

Reel/frame 019899/0199	Execution date Aug 21, 2007	Date recorded Oct 1, 2007	Properties 6	Pages 7
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Conveyance  
SECURITY AGREEMENT

Assignors  
REELCRAFT INDUSTRIES, INC.

Correspondent  
IP RESEARCH PLUS, INC.  
21 TADCASTER CIRCLE  
WALDORF, MD 20602

Assignee  
CAPITALSOURCE FINANCE LLC, AS COLLATERAL AGENT  
4445 WILLARD AVENUE, 12TH FLOOR  
CHEVY CHASE, MARYLAND 20815

### Assignment 2

Reel/frame 019899/0001	Execution date Aug 21, 2007	Date recorded Sep 28, 2007	Properties 6	Pages 7
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Conveyance  
SECURITY AGREEMENT

Assignors  
REELCRAFT INDUSTRIES, INC.

Correspondent  
IP RESEARCH PLUS, INC.  
21 TADCASTER CIRCLE  
ATTN: PENELOPE J.A. AGODOA  
WALDORF, MD 20602

Assignee  
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT  
270 PARK AVENUE  
NEW YORK, NEW YORK 10017

### Assignment 1

Reel/frame 014421/0003	Execution date Aug 13, 2003	Date recorded Aug 25, 2003	Properties 1	Pages 3
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Conveyance  
ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors  
BANASZKIEWICZ, GREGORY G.  
WALTER, EDWARD L.  
PENN, SANFORD R.

Correspondent  
BAKER & DANIELS  
JOHN F. HOFFMAN  
111 E. WAYNE STREET, SUITE 800  
FORT WAYNE, IN 46802

Assignee  
REELCRAFT INDUSTRIES, INC.  
2842 EAST BUSINESS 30  
COLUMBIA CITY, INDIANA 46725



# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Reelcraft Industries, Inc.	08/21/2007
RECEIVING PARTY DATA	
Name:	CapitalSource Finance LLC, as Collateral Agent
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5495995
Patent Number:	7150425
Application Number:	10963330
Application Number:	29235931
Application Number:	29235930
Application Number:	11556881
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	32023

OP \$240.00 5495995

500365921

**PATENT**  
 REEL: 019805 FRAME: 0199  
 REEL: 042372 FRAME: 0105

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 6

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SHORT FORM SECOND LIEN PATENT SECURITY  
AGREEMENT (the "Agreement"), dated as of August 21, 2007,  
among REELCRAFT INTERNATIONAL, INC., REELCRAFT  
INDUSTRIES, INC. and CAPITALSOURCE FINANCE LLC, as  
Collateral Agent (the "Collateral Agent").

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of July 11, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among LN Acquisition Corp., a Delaware corporation (the "Borrower"), Lincoln Holdings Enterprises, Inc. ("Holdings"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to make loans to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of July 11, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders party thereto, the Collateral Agent, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to make loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the making of loans to the Borrower pursuant to the Credit Agreement and each of the Borrower and the Subsidiary Parties are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations and subject to the terms of the Intercreditor Agreement (as such term is defined in the Credit Agreement), each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or

extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Intercreditor Agreement. Notwithstanding anything in this Agreement to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a Second Priority Lien on and security interest in the Patent Collateral and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement (as such term is defined in the Credit Agreement) and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REELCRAFT INTERNATIONAL, INC.

by

Michael P. Santoni  
Name: Michael P. Santoni  
Title: Senior Vice President Finance

REELCRAFT INDUSTRIES, INC.

by

Michael P. Santoni  
Name: Michael P. Santoni  
Title: Senior Vice President Finance

CAPITALSOURCE FINANCE LLC, as  
Collateral Agent,

by

Name:

Title:



**John N. Toufanian**  
**Authorized Signatory**

Short Form Patent Security Agreement

[[3007220]]

PATENT  
PATENT  
REEL: 019899 FRAME: 0204  
REEL: 042372 FRAME: 0110

## SCHEDULES TO PATENT SECURITY AGREEMENT

Issued Patents

Patent No.	Country	Title	Record Owner
000476478-0001/0002	Europe	REEL ASSEMBLY	Reelcraft Industries, Inc
ZL20063000223.8	China	REEL ASSEMBLY	Reelcraft Industries, Inc
000475488-0001/0002	Europe	REEL ASSEMBLY	Reelcraft Industries, Inc
5,495,995	United States	MOTOR DRIVEN HOSE REEL	Reelcraft Industries, Inc
7,150,425	United States	ADJUSTABLE REEL ASSEMBLY	Reelcraft Industries, Inc

Pending Patent Applications

Application No.	Country	Title	Record Owner
200480037355.2	China	MODULAR HOSE REEL	Reelcraft Industries, Inc
10/963,330	United States	MODULAR HOSE REEL	Reelcraft Industries, Inc
29/235,931	United States	REEL ASSEMBLY	Reelcraft Industries, Inc
200630002224.2	China	REEL ASSEMBLY	Reelcraft Industries, Inc
29/235,930	United States	REEL ASSEMBLY	Reelcraft Industries, Inc
11/556,881	United States	REEL BASE ASSEMBLY	Reelcraft Industries, Inc

[[NYCORP:3007220v2:4555B.08/08/07--03:35 p]]

RECORDED: 10/01/2007

PATENT  
REEL: 019895 FRAME: 0205  
REEL: 042372 FRAME: 0111

