

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4514096

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MARLEN INTERNATIONAL, INC. | 07/19/2017 |
| RECEIVING PARTY DATA | |
| Name: | JEFFERIES FINANCE LLC, AS SECOND LIEN COLLATERAL AGENT |
| Street Address: | 520 MADISON AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| PROPERTY NUMBERS Total: 9 | |
| Property Type | Number |
| Patent Number: | 5775986 |
| Patent Number: | 6711877 |
| Application Number: | 15132007 |
| Patent Number: | 6113482 |
| Patent Number: | 8241686 |
| Patent Number: | 7931929 |
| Patent Number: | 7845272 |
| Patent Number: | 7941979 |
| Patent Number: | 5784937 |
| CORRESPONDENCE DATA | |
| Fax Number: | (800)914-4240 |
| <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: | 800-713-0755 |
| Email: | Michael.Violet@wolterskluwer.com |
| Correspondent Name: | MICHAEL VIOLET |
| Address Line 1: | 4400 EASTON COMMONS WAY |
| Address Line 2: | SUITE 125 |
| Address Line 4: | COLUMBUS, OHIO 43219 |
| NAME OF SUBMITTER: | DORIS KA |
| SIGNATURE: | /Doris Ka/ |

PATENT

DATE SIGNED:

07/21/2017

Total Attachments: 6

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SECOND LIEN PATENT SECURITY AGREEMENT, dated as of July 19, 2017 (this "Agreement"), between Marlen International, Inc. (the "Grantor") and JEFFERIES FINANCE LLC, as Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent").

Reference is hereby made to that certain Second Lien Credit Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") among WP DELUXE HOLDINGS, INC., a Delaware corporation ("Initial Holdings"), WP DELUXE MERGER SUB, INC., a Delaware corporation (the "Borrower"), which on the Effective Date shall be merged with and into Engineered Machinery Holdings, Inc., a Delaware corporation, with Engineered Machinery Holdings, Inc. surviving such merger and continuing as the Borrower, the lenders from time to time party thereto and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement dated as of July 19, 2017 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement") among Initial Holdings, the Borrower, the Grantors party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to all Patents, including those listed on Schedule I attached hereto (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the Second Lien Collateral 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

Marlen International, Inc., as Grantor

By 
Name: Michael Kachmer
Title: Chief Executive Officer

Signature Page to Second Lien Patent Security Agreement

PATENT
REEL: 043284 FRAME: 0890

Jefferies Finance LLC, as Second Lien
Collateral Agent

By: 
Name: **Jason Kennedy**
Title: **Managing Director**

By: _____
Name: _____
Title: _____

Schedule I

United States Issued and Applied-For Patents

| ISSUED OR APPLIED- FOR PATENT | PATENT OR PATENT APPLICATION NO. | RECORD OWNER OR APPLICANT |
|---|---|--------------------------------------|
| Cooked Meat Pulling Apparatus | 5,775,986 | Marlen International, Inc. |
| Food Product Handling Machine | 6,711,877 | Marlen International, Inc. |
| Improved Food Pump | 15/132,007 | Marlen International, Inc. |
| Metal-Detectable Elastomeric Material for Piston Seals and the Like | 6,113,482 | Marlen International, Inc. |
| Method and Apparatus For Production of Elongated Meat Products Without Casings | 8,241,686 | Marlen International, Inc. |
| Method and Apparatus For Production of Elongated Meat Products Without Casings | 7,931,929 | Marlen International, Inc. |
| Method and Apparatus For Production of Elongated Meat Products Without Casings | 7,845,272 | Marlen International, Inc. |
| Thermal Processing Cabinet With Monolithic Floor | 7,941,979 | Marlen International, Inc. |
| Three Dimensional Automatic Food Slicer | 5,784,937 | Marlen International, Inc. |

[Schedule I to Second Lien Patent Security Agreement]