

<b>PATENT ASSIGNMENT COVER SHEET</b>
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 Stylesheet Version v1.2

EPAS ID: PAT4620867

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
MATTHEW WARREN, INC.	09/29/2017
PRECISION MANUFACTURING GROUP, LLC	09/29/2017
MW INDUSTRIES, INC.	09/29/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
<b>Street Address:</b>	20 KING STREET WEST, 4TH FLOOR
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4

**PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	6235131
Patent Number:	7556240
Patent Number:	9068401
Patent Number:	9284168
Patent Number:	7357382
Patent Number:	7318691
Patent Number:	5932360
Patent Number:	7514156
Application Number:	14354007

**CORRESPONDENCE DATA**

**Fax Number:** (202)835-7586

*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:** 2028357500

**Email:** dcip@milbank.com

**Correspondent Name:** KRISTIN YOHANNAN, ESQ.

**Address Line 1:** 1850 K STREET, NW, SUITE 1100

**Address Line 2:** MILBANK, TWEED, HADLEY & MCCLOY, LLP

**Address Line 4:** WASHINGTON, D.C. 20006

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	22946.03500
<b>NAME OF SUBMITTER:</b>	KRISTIN L. YOHANNAN
<b>SIGNATURE:</b>	/s/ Kristin L. Yohannan
<b>DATE SIGNED:</b>	09/29/2017

**Total Attachments: 5**

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**FIRST LIEN PATENT SECURITY AGREEMENT****(Patents and Patent Licenses)**

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of September 29, 2017, between **MW INDUSTRIES, INC.**, a Delaware corporation, **PRECISION MANUFACTURING GROUP, LLC**, a New Jersey limited liability company, **MW INDUSTRIES, INC.**, a Delaware corporation (the "**Grantors**"), and ROYAL BANK OF CANADA, as Collateral Agent (the "**Patent Security Agreement**").

WHEREAS, Grantor owns, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, HELIX ACQUISITION HOLDINGS, INC. (as successor by merger to ASP MWI Merger Sub, Inc., a Delaware corporation) (the "**Borrower**"), ASP MWI INTERMEDIATE HOLDINGS, INC. ("**Holdings**"), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Royal Bank of Canada, as Collateral Agent and Administrative Agent, are parties to a First Lien Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a First Lien Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the Guarantors party thereto and Royal Bank of Canada, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Patent constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL TO THE EXTENT SUCH PATENT COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Copyright Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

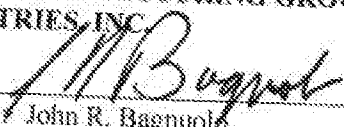
The parties hereto acknowledge and agree that this Patent Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

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

MATTHEW WARREN, INC.  
PRECISION MANUFACTURING GROUP, LLC  
MW INDUSTRIES, INC

By:

  
Name: John R. Bagnuolo  
Title: President and Chief Executive Officer

Acknowledged:

ROYAL BANK OF CANADA,  
as Collateral Agent

By:

  
\_\_\_\_\_

Name:

Title:

Susan, Khokher  
Manager, Agency

SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT

**PATENT**  
**REEL: 043746 FRAME: 0590**

PATENTS

REGISTERED OWNER	PATENT NUMBER	ISSUE DATE
MW Industries, Inc.	6235131	5/22/2001
MW Industries, Inc.	7556240	7/7/2009
MW Industries, Inc.	9068401	6/30/2015
MW Industries, Inc.	9284168	3/15/2016
Matthew Warren, Inc.	7357382	4/15/2008
Matthew Warren, Inc.	7318691	1/15/2008
Precision Manufacturing Group, LLC	5932360	8/3/1999
Precision Manufacturing Group, LLC	7514156	4/7/2009

PATENT APPLICATIONS

APPLICANT	SERIAL NO.	FILING DATE
MW Industries, Inc.	14/354,007	5/7/2014