

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4623695

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GAINCO, INC.	10/03/2017
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7555880
Patent Number:	7261130
Patent Number:	6580038
Application Number:	10758337
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8518
Email:	rebecca.dyson@kattenlaw.com
Correspondent Name:	REBECCA DYSON C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	387132-00401
NAME OF SUBMITTER:	REBECCA DYSON
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	10/03/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 3, 2017, is made by Gainco, Inc., an Ohio corporation (“Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Patent Collateral”):

- (a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent 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.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

GAINCO, INC.
as Grantor

By: 
Name: Don R. Esch
Title: President

{SIGNATURE PAGE TO PATENT SECURITY AGREEMENT}

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

Beth L Troyer

By: _____

Name: Beth Troyer

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 043764 FRAME: 0419

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

Description	Application No.	Application Date	Publication / Registration No.	Publication / Registration Date
Automated process for counting and filling containers with meat and poultry products	11845458	8/27/07	7555880	7/7/09
Automated process for counting and filling containers with meat and poultry products	10943416	9/17/04	7261130	8/28/07
Static weighing system	09711492	11/13/00	6580038	6/17/03

PATENT APPLICATIONS

Description	Application No.	Application Date
System for batching product portions	10758337	1/15/04