

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4627939

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EDWARDS MANUFACTURING COMPANY OF ALBERT LEA	09/22/2017
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15066583
CORRESPONDENCE DATA	
Fax Number:	
<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>	
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Correspondent Name:	DARLENA BARI STARK
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F172806 EDWARDS APP
NAME OF SUBMITTER:	NORA SULLIVAN
SIGNATURE:	/Nora Sullivan/
DATE SIGNED:	10/05/2017
Total Attachments: 5	
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Notice of Security Interests (Notes) in Patents

NOTICE OF SECURITY INTERESTS (NOTES) IN PATENTS dated as of September 22, 2017 (this "Agreement"), made by Edwards Manufacturing Company of Albert Lea, a Minnesota corporation (the "Pledgor"), in favor of Wilmington Trust, National Association, as Collateral Agent.

Reference is made to the Collateral Agreement (Notes) dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Varnsen Industries Holdings S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 5, Rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés*, Luxembourg) under number B181369 ("Holdings"), JPW Industries Holding Corporation, a Delaware corporation (the "Issuer"), each other Subsidiary of Holdings identified therein and the Collateral Agent. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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 Pledgor pursuant to the Collateral Agreement hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Notes Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Notes Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all patents of the United States of America and all applications for patents of the United States of America, including those listed on Schedule I hereto, and (b) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein.

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

SECTION 4. *Recordation.* The Pledgors hereby request and authorize the United States Patent and Trademark Office to record this Agreement with respect to the IP Collateral.

SECTION 5. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

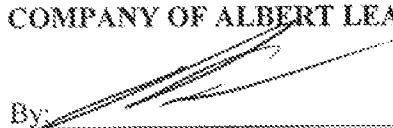
SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section [11.04] of the Notes Indenture, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral. Any execution and delivery of documents pursuant to this Section 6 shall be made without recourse to or warranty by the Collateral Agent.

SECTION 7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

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

EDWARDS MANUFACTURING
COMPANY OF ALBERT LEA

By: 
Name: Robert Romano
Title: Authorized Signatory

[Signature Page to Notice of Security Interests (Notes) in Patents]

PATENT
REEL: 043793 FRAME: 0862

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By

Name:
Title:


Jane Schweiger
Vice President

[Signature Page to Notice of Security Interests (Notes) in Patents]

PATENT
REEL: 043793 FRAME: 0863

Schedule I
Notice of Security Interests (Notes) in Patents

U.S. Patent Applications Owned by Edwards Manufacturing Company of Albert Lea

No.	Application/Patent Title	Owner	Country	Status	Application Number	Patent Number
1.	Emergency Stop Configuration for Ironworker	Edwards Manufacturing Company of Albert Lea	US	Pending	15/066,583	N/A