

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4620619

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF SECURITY INTERESTS (ABL) IN PATENTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JPW TOOL GROUP HONG KONG LIMITED	09/22/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF MONTREAL, AS COLLATERAL AGENT
<b>Street Address:</b>	350 7TH AVE. SW, 9TH FLOOR
<b>Internal Address:</b>	FIRST CANADIAN CENTRE
<b>City:</b>	CALGARY, ALBERTA
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	T2P 3N9
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7014544
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)609-5005
<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>Email:</b>	hmiller@vedderprice.com
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<b>ATTORNEY DOCKET NUMBER:</b>	40870000247
<b>NAME OF SUBMITTER:</b>	HOLLY MILLER
<b>SIGNATURE:</b>	/Holly Miller/
<b>DATE SIGNED:</b>	09/29/2017
<b>Total Attachments: 5</b>	
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## **Notice of Security Interests (ABL) in Patents**

NOTICE OF SECURITY INTERESTS (ABL) IN PATENTS dated as of September 22, 2017 (this "Agreement"), made by JPW TOOL GROUP HONG KONG LIMITED, a Hong Kong limited company (the "Pledgor"), in favor of BANK OF MONTREAL, as Collateral Agent.

Reference is made to the Collateral Agreement (ABL) dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among JPW Industries Holding Corporation (the "Borrower"), 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 Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the 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 9.18 of the ABL Credit Agreement, 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.

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.

JPW TOOL GROUP HONG KONG  
LIMITED



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

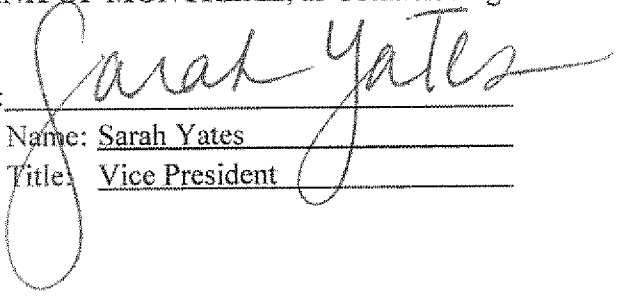
Name: Robert Romano

Title: Director

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

**PATENT**  
**REEL: 044062 FRAME: 0292**

**BANK OF MONTREAL, as Collateral Agent**

By:   
Name: Sarah Yates  
Title: Vice President

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

**PATENT**  
**REEL: 044062 FRAME: 0293**

Schedule I  
Notice of Security Interests (ABL) in Patents

U.S. Issued Patents Owned by JPW Tool Group Hong Kong Limited

No.	Application/Patent Title	Owner	Country	Status	Application Number	Patent Number (if applicable)
1.	Reciprocating and Deflecting Swing Device for the Roller of a Cylindrical Emery-Polishing Machine	JPW Tool Group Hong Kong Limited <sup>1</sup>	US	Issued	10/873,259	7,014,544

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<sup>1</sup> In the PTO records under its former name, WMH Tool Group Hong Kong Limited.