

<b>PATENT ASSIGNMENT COVER SHEET</b>
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EPAS ID: PAT4623822

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

**CONVEYING PARTY DATA**

Name	Execution Date
BETTCHEER INDUSTRIES, INC.	10/03/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT
<b>Street Address:</b>	500 WEST MONROE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661

**PROPERTY NUMBERS Total: 117**

Property Type	Number
Patent Number:	4993502
Patent Number:	4965909
Patent Number:	4922613
Patent Number:	4941232
Patent Number:	4854046
Patent Number:	4850111
Patent Number:	4794273
Patent Number:	5035055
Patent Number:	4894915
Patent Number:	RE32592
Patent Number:	4702006
Patent Number:	4672776
Patent Number:	4685364
Patent Number:	4590676
Patent Number:	4637140
Patent Number:	4575937
Patent Number:	4626436
Patent Number:	4575938
Patent Number:	4516323
Patent Number:	4492027

PATENT

Property Type	Number
Patent Number:	4494311
Patent Number:	4467497
Patent Number:	4463643
Patent Number:	4509261
Patent Number:	4439924
Patent Number:	4363170
Patent Number:	4334451
Patent Number:	6244170
Patent Number:	6269739
Patent Number:	6354949
Patent Number:	6367156
Patent Number:	6183792
Patent Number:	6769184
Patent Number:	5924356
Patent Number:	5940972
Patent Number:	5918371
Patent Number:	5761817
Patent Number:	5950313
Patent Number:	5692307
Patent Number:	5664332
Patent Number:	D397923
Patent Number:	D389385
Patent Number:	5667427
Patent Number:	D384655
Patent Number:	5476119
Patent Number:	5522142
Patent Number:	5375330
Patent Number:	5400511
Patent Number:	5293663
Patent Number:	5272946
Patent Number:	5097566
Patent Number:	5198702
Patent Number:	5023953
Patent Number:	5230154
Patent Number:	5099721
Patent Number:	5074023
Patent Number:	5025559
Patent Number:	4942665

Property Type	Number
Patent Number:	8448340
Patent Number:	7670212
Patent Number:	7798502
Patent Number:	7650836
Patent Number:	8661692
Patent Number:	7610864
Patent Number:	8074363
Patent Number:	D548121
Patent Number:	7614360
Patent Number:	7572176
Patent Number:	7153202
Patent Number:	7207114
Patent Number:	7070494
Patent Number:	7107887
Patent Number:	7710714
Patent Number:	7340840
Patent Number:	7000325
Patent Number:	7296531
Patent Number:	6978548
Patent Number:	6857191
Patent Number:	6662452
Patent Number:	6694649
Patent Number:	6655033
Patent Number:	6604288
Patent Number:	6751872
Patent Number:	9573283
Patent Number:	9475203
Patent Number:	9579810
Patent Number:	9452541
Patent Number:	9089980
Patent Number:	9623577
Patent Number:	9227332
Patent Number:	9522473
Patent Number:	9211650
Patent Number:	9321183
Patent Number:	9221183
Patent Number:	9364962
Patent Number:	9121438

Property Type	Number
Patent Number:	8745881
Patent Number:	9265263
Patent Number:	8739416
Patent Number:	8752299
Patent Number:	8968107
Patent Number:	8671580
Patent Number:	8806761
Patent Number:	8950076
Patent Number:	8726524
Patent Number:	8695222
Patent Number:	8756819
Application Number:	15424808
Application Number:	14873982
Application Number:	15216120
Application Number:	15269600
Application Number:	15178673
Application Number:	15046974
Application Number:	14959602
Application Number:	11499148
Application Number:	10852968
Application Number:	10119877

**CORRESPONDENCE DATA**

**Fax Number:** (312)902-1061  
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**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

<b>ATTORNEY DOCKET NUMBER:</b>	387132-00401
<b>NAME OF SUBMITTER:</b>	REBECCA DYSON
<b>SIGNATURE:</b>	/rebecca dyson/
<b>DATE SIGNED:</b>	10/03/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 10**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 3, 2017, is made by Bettcher Industries, Inc., a Delaware 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.

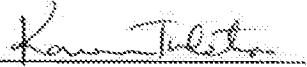
Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

BETTCHER INDUSTRIES, INC.  
as Grantor

By:   
Name: Karen Tuleta  
Title: Vice President and Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 044103 FRAME: 0671**



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: 044103 FRAME: 0672**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Publication / Registration No.</b>	<b>Publication / Registration Date</b>
<b>Power operated rotary knife</b>	10070402	3/1/02	6751872	6/22/04
<b>Power operated rotary knife</b>	14986128	12/31/15	9573283	2/21/17
<b>Power operated rotary knife</b>	14757879	12/24/15	9475203	10/25/16
<b>Power operated rotary knife with vacuum attachment assembly</b>	14811221	7/28/15	9579810	2/28/17
<b>Power operated rotary knife with vacuum attachment assembly</b>	14446005	7/29/14	9452541	9/27/16
<b>Power operated rotary knife with disposable blade support assembly</b>	14308876	6/19/14	9089980	7/28/15
<b>Power operated rotary knife</b>	14245632	4/4/14	9623577	4/18/17
<b>Power operated rotary knife</b>	14297118	6/5/14	9227332	1/5/16
<b>Moveable lubrication assembly for power operated rotary knife</b>	14205662	3/12/14	9522473	12/20/16
<b>Power operated rotary knife</b>	14291852	5/30/14	9211650	12/15/15
<b>Pivoting thumb support for power operated rotary knife</b>	13792424	3/11/13	9321183	4/26/16
<b>Power operated rotary knife</b>	14279582	5/16/14	9221183	12/29/15
<b>LOW FRICTION ROTARY KNIFE</b>	14167473	1/29/14	9364962	6/14/16
<b>Flex shaft with crimped lock sleeve for power operated rotary knife</b>	13829702	3/14/13	9121438	9/1/15
<b>Power operated rotary knife</b>	13556008	7/23/12	8745881	6/10/14
<b>Flex shaft-tool connection for power operated rotary knife</b>	13434403	3/29/12	9265263	2/23/16
<b>Power operated rotary knife</b>	13420039	3/14/12	8739416	6/3/14
<b>Blade guide assembly for power operated rotary knife</b>	13408438	2/29/12	8752299	6/17/14
<b>Flex shaft-drive motor connection for power operated rotary knife</b>	13344760	1/6/12	8968107	3/3/15
<b>Low friction rotary knife</b>	13314830	12/8/11	8671580	3/18/14
<b>Power operated rotary knife</b>	13189951	7/25/11	8806761	8/19/14
<b>Power operated rotary knife</b>	13189925	7/25/11	8950076	2/10/15
<b>Power operated rotary knife</b>	13189938	7/25/11	8726524	5/20/14
<b>Power operated rotary knife</b>	13189905	7/25/11	8695222	4/15/14
<b>Power operated rotary knife with disposable blade support assembly</b>	13073207	3/28/11	8756819	6/24/14

<b>Large diameter notched blade and blade housing for power operated rotary knife</b>	12697714	2/1/10	8448340	5/28/13
<b>Method of trimming portion of chicken paw metatarsal pad using power operated rotary knife</b>	12359538	1/26/09	7670212	3/2/10
<b>Lug cart &amp; support table assembly for food product breeding machine</b>	12139087	6/13/08	7798502	9/21/10
<b>Breeding machine</b>	11776837	7/12/07	7650836	1/26/10
<b>Split blade housing for power operated rotary knife</b>	11588572	10/27/06	8661692	3/4/14
<b>Flexible drive shaft casing for power operated rotary knife</b>	11499148	8/4/06	20070078012	4/5/07
<b>Support table assembly for food product breeding machine</b>	11409757	4/24/06	7610864	11/3/09
<b>Rotary knife blade for low friction rotary knife</b>	11358176	2/21/06	8074363	12/13/11
<b>Housing for scale or load cell controller</b>	29244554	12/9/05	D548121	8/7/07
<b>Breeding machine</b>	11235299	9/26/05	7614360	11/10/09
<b>Overhead poultry conveying and counting system</b>	11152486	6/14/05	7572176	8/11/09
<b>Flexible shaft drive transmission</b>	11145771	6/6/05	7153202	12/26/06
<b>Rotary knife with improved drive transmission</b>	11144885	6/3/05	7207114	4/24/07
<b>Poultry picking finger and mounting structure</b>	11079657	3/14/05	7070494	7/4/06
<b>Rotary knife having vacuum attachment</b>	11026854	12/30/04	7107887	9/19/06
<b>Housing for scale or load cell controller</b>	10939693	9/13/04	7710714	5/4/10
<b>Blade housing for low friction rotary knife</b>	10903057	7/30/04	7340840	3/11/08
<b>Low friction rotary knife</b>	10909168	7/30/04	7000325	2/21/06
<b>Breeding machine</b>	10856248	5/28/04	7296531	11/20/07
<b>Rotary knife having suction adapter</b>	10852968	5/25/04	20040211067	10/28/04
<b>Power operated rotary knife</b>	10820231	4/7/04	6978548	12/27/05
<b>Rotary knife having vacuum attachment</b>	10289635	11/7/02	6857191	2/22/05
<b>Power operated rotary knife</b>	10128001	4/22/02	6662452	12/16/03
<b>Methods and systems for insertion of supplemental video and audio content</b>	10119877	4/9/02	20020199189	12/26/02
<b>Motor driven knife including depth limiting device</b>	10045254	11/7/01	6694649	2/24/04
<b>Pneumatic hand tool with improved control valve</b>	09981692	10/16/01	6655033	12/2/03
<b>Rotary knife</b>	09768970	1/24/01	6604288	8/12/03

<b>Food product breadng device</b>	09692404	10/19/00	6244170	6/12/01
<b>Food product breadng machine and method</b>	09543699	4/5/00	6269739	8/7/01
<b>Maintenance free flexible shaft drive transmission assembly</b>	09525359	3/15/00	6354949	3/12/02
<b>Blades for hand held power operated shears</b>	09291228	4/13/99	6367156	4/9/02
<b>Method of breadng food products</b>	09273873	3/22/99	6183792	2/6/01
<b>Low friction rotary knife</b>	09120778	7/22/98	6769184	8/3/04
<b>Food product breadng machine</b>	09021654	2/10/98	5924356	7/20/99
<b>Rotary knife blade</b>	08898761	7/23/97	5940972	8/24/99
<b>Blades for hand held power operated shears</b>	08872754	6/11/97	5918371	7/6/99
<b>Hand knife</b>	08730814	10/17/96	5761817	6/9/98
<b>Blades for hand held power operated shears</b>	08701301	8/21/96	5950313	9/14/99
<b>Rotary knife blade</b>	08672839	6/28/96	5692307	12/2/97
<b>Hand knife with cover</b>	08601093	2/14/96	5664332	9/9/97
<b>Scissor blade yoke for power shears</b>	29047777	12/12/95	D397923	9/8/98
<b>Handle for power shears</b>	29047776	12/12/95	D389385	1/20/98
<b>Method and apparatus for sharpening curved blades</b>	08530840	9/20/95	5667427	9/16/97
<b>Note card and bulletin board easel assembly for a computer monitor</b>	42820	8/18/95	D384655	10/7/97
<b>Hand held power operated shears</b>	330184	10/27/94	5476119	12/19/95
<b>Rotary knife and slicing gauge</b>	08268973	6/30/94	5522142	6/4/96
<b>Hand held power operated shears</b>	08132526	10/6/93	5375330	12/27/94
<b>Thumbpiece for modular power-driven knife</b>	08096938	7/26/93	5400511	3/28/95
<b>Fluid cleaning system</b>	08064709	5/19/93	5293663	3/15/94
<b>Safety control system for power operated equipment</b>	07855768	3/20/92	5272946	12/28/93
<b>Slip-resistant cushioning covers for handles</b>	07720607	6/25/91	5097566	3/24/92
<b>Control and safety system for electrically operated devices</b>	07657208	2/19/91	5198702	3/30/93
<b>Garment and protective sleeve</b>	625691	12/12/90	5023953	6/18/91
<b>Modular power-driven rotary knife, improved handle and method</b>	07590026	9/28/90	5230154	7/27/93
<b>Steeling apparatus for annular rotary knife blades</b>	07590167	9/28/90	5099721	3/31/92
<b>Method and apparatus for applying a handle cover</b>	07552576	7/13/90	5074023	12/24/91
<b>Pneumatic control system for meat trimming knife</b>	07520023	5/7/90	5025559	6/25/91
<b>Meat trimming knife and drive system therefore</b>	07409571	9/19/89	4942665	7/24/90

<b>Pneumatic control system for meat trimming knife</b>	07367195	6/15/89	4993502	2/19/91
<b>Safety control for power operated equipment</b>	07354890	5/19/89	4965909	10/30/90
<b>Pneumatic control system for meat trimming knife</b>	07354618	5/19/89	4922613	5/8/90
<b>Slip resistant, cushioning cover for handles</b>	07106247	10/7/87	4941232	7/17/90
<b>Rotary hand trimming knife</b>	07106051	10/7/87	4854046	8/8/89
<b>Pneumatic control system for meat trimming knife</b>	07102322	9/29/87	4850111	7/25/89
<b>On/off control system for power operated hand tools</b>	07102324	9/29/87	4794273	12/27/88
<b>Flexible drive shaft casing</b>	07047769	5/8/87	5035055	7/30/91
<b>Cable driven ring blade knife</b>	07009061	2/11/87	4894915	1/23/90
<b>Product pusher for cutting apparatus</b>	06893578	8/5/86	RE32592	2/9/88
<b>Handle for the handpiece of a meat trimming knife</b>	06856037	4/25/86	4702006	10/27/87
<b>Circular blade sharpening device</b>	06737791	5/28/85	4672776	6/16/87
<b>Rotary slicer for comestible products</b>	06735435	5/17/85	4685364	8/11/87
<b>Boning and trimming knife and housing</b>	06717491	3/28/85	4590676	5/27/86
<b>Boning and trimming knife</b>	06696456	1/31/85	4637140	1/20/87
<b>Depth control gauge for meat trimming knife</b>	06663499	10/22/84	4575937	3/18/86
<b>Frozen block process for vegetable or fruit convenience foods</b>	06630231	7/12/84	4626436	12/2/86
<b>Meat trimming knife</b>	06630005	7/12/84	4575938	3/18/86
<b>Rotary hand knife and parts therefor</b>	06534760	9/22/83	4516323	5/14/85
<b>Rotary hand knife</b>	06485738	4/18/83	4492027	1/8/85
<b>Meat trimming knife</b>	06434128	10/13/82	4494311	1/22/85
<b>Method and device for the production of thin slices of frozen meat suitable for roasting or grilling</b>	06429467	9/30/82	4467497	8/28/84
<b>Product pusher for cutting apparatus</b>	06386807	6/9/82	4463643	8/7/84
<b>Boning and trimming knife and housing</b>	06330553	12/14/81	4509261	4/9/85
<b>Rotary hand knife</b>	06318386	11/5/81	4439924	4/3/84
<b>Blade holder for meat trimming knife</b>	06202947	11/3/80	4363170	12/14/82
<b>Slicing apparatus having rotary magazine</b>	06172657	7/28/80	4334451	6/15/82
<b>Knife with removable blade housing</b>	960965	11/15/78	4170063	10/9/79
<b>Knife with removable blade</b>	960966	11/15/78	4178683	12/18/79

<b>Ring blade knife having wear plate</b>	951594	10/16/78	4198750	4/22/80
<b>Trimming knife</b>	947487	10/2/78	4175321	11/27/79
<b>Tenderizer</b>	917317	6/19/78	4216566	8/12/80
<b>Trimming knife</b>	842584	10/17/77	4166317	9/4/79
<b>Trimming knife</b>	842585	10/17/77	4142291	3/6/79
<b>Tenderizer</b>	714026	8/13/76	4186462	2/5/80
<b>Protective glove constructed of flexible strands of metal wire and fiber yarn</b>	645477	12/30/75	4004295	1/25/77
<b>Food press and dies</b>	05552308	2/24/75	3977315	8/31/76
<b>Comestible slicing apparatus</b>	05552173	2/24/75	3985057	10/12/76
<b>Air driven boning and trimming knives</b>	437526	1/28/74	3852882	12/10/74
<b>Comestible slicing apparatus</b>	400344	9/24/73	3831475	8/27/74
<b>Apparatus for and method of processing meat products</b>	395859	9/10/73	3926080	12/16/75
<b>Food press</b>	285479	8/31/72	3759170	9/18/73
<b>Meat tenderizer</b>	223501	2/4/72	3744089	7/10/73
<b>Comestible slicing apparatus</b>	215462	1/5/72	3782230	1/174
<b>Food press and dies</b>	135923	4/21/71	3704665	12/5/72
<b>Cutting apparatus</b>	101457	12/28/70	3693684	9/26/72
<b>Knife</b>	82773	10/21/70	3688403	9/5/72
<b>Food press</b>	67482	8/27/70	3683797	8/15/72
<b>Meat tenderizer</b>	17668	3/9/70	3654664	4/11/72
<b>Food press</b>	878439	11/20/69	3687067	8/29/72
<b>Comestible slicing apparatus</b>	785088	12/19/68	3587689	6/28/71
<b>Rotary knife with sharpener</b>	519677	1/10/66	3349485	10/31/67
<b>Sharpening device for rotary knives</b>	513379	12/13/65	3406486	10/22/68
<b>Trimming, slicing and boning device</b>	363162	4/28/64	3269010	8/30/66
<b>Boning knife</b>	422109	4/9/54	2827657	3/25/58

PATENT APPLICATIONS

<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>
<b>Power operated rotary knife with vacuum attachment assembly</b>	15424808	2/4/17
<b>Power operated rotary knife</b>	14873982	10/2/15
<b>Power operated rotary knife with notched rotary knife blade and trim guide</b>	15216120	7/21/16
<b>Power operated rotary knife with vacuum attachment assembly</b>	15269600	9/19/16
<b>Low friction rotary knife</b>	15178673	6/10/16

<b>Flex shaft - tool connection for power operated rotary knife</b>	15046974	2/18/16
<b>Power operated rotary knife</b>	14959602	12/4/15