

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4628095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
XPEDITION ARCHERY, LLC	10/02/2017
GENERAL ECOLOGY, INC.	10/02/2017
RECEIVING PARTY DATA	
Name:	NEWSTAR FINANCIAL, INC.
Street Address:	500 BOYLSTON STREET, SUITE 1250
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	14494076
Application Number:	14070703
Application Number:	14145526
Patent Number:	8877056
Patent Number:	8671980
Application Number:	14186756
Application Number:	12319219
Patent Number:	9675917
Application Number:	13346499
Patent Number:	9109721
Application Number:	14276036
Application Number:	14828205
Patent Number:	8216368
Patent Number:	6372132
Patent Number:	6715615
Patent Number:	7249524
CORRESPONDENCE DATA	
Fax Number:	(212)728-8111
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 728 8000
Email: ipdept@willkie.com
Correspondent Name: SPENCER F. SIMON C/O WILLKIE FARR & GALLAGHER LLP
Address Line 1: 787 SEVENTH AVENUE
Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:	SPENCER F. SIMON
SIGNATURE:	/spencerfsimon/
DATE SIGNED:	10/05/2017

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of October, 2017 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NEWSTAR FINANCIAL, INC. ("Newstar"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of October 2, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among LOAR MERGER SUB, INC., a Delaware corporation (the "Initial Borrower") (to be merged with and into LOAR GROUP INC., a Delaware corporation ("Loar Group"), pursuant to the Closing Date Merger, with Loar Group as the survivor of such Closing Date Merger; the Initial Borrower or Loar Group, as applicable, in its capacity as the borrower thereunder being referred to as the "Borrower"), LOAR HOLDINGS, LLC, a Delaware limited liability company and the direct parent of the Borrower ("Holdings"), the other Guarantors party thereto from time to time, the Lenders party thereto from time to time, Newstar, as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders and the other Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents or otherwise pursuant to any relevant Secured Hedging Agreement or Secured Cash Management Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement of October 2, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(d) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the prompt payment and performance in full of all the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents to which it is a party, including without limitation, the issued Patents and Patent applications set forth on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral made and 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patent application or issued Patent or become entitled to the benefit of any Patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize the Collateral Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor constituting Collateral. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopier or in an electronic (i.e. "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 22 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**XPEDITION ARCHERY, LLC
GENERAL ECOLOGY, INC.**

By: 

Name: Glenn D' Alessandro

Title: Treasurer and Chief Financial Officer

[Signature Page to Patent Security Agreement]

NEWSTAR FINANCIAL, INC.,
as Collateral Agent

By: Brian Forde
Name: _____
Title: Authorized Signatory

Brian Forde
NewStar Financial Inc.
Managing Director

[Signature Page to Patent Security Agreement]

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REEL: 044129 FRAME: 0490

SCHEDULE I TO
PATENT SECURITY AGREEMENT

<u>Country</u>	<u>Title of Patent</u>	<u>Appln. No./ Patent. No.</u>	<u>Filing Date/ Issue Date</u>	<u>Current Recorded Owner</u>
US	Control Pulley Assembly for Compound Archery Bow	14/494,076	September 12, 2014	Xpedition Archery, LLC
US	Cable Guard and Cable guide Assembly	14/070,703	November 4, 2013	Xpedition Archery, LLC
US	Base Cam – Power Cam Assembly	14/145,526	December 31, 2013	Xpedition Archery, LLC
US	Methods and Means for Economically Assuring Improved Potable Water Quality Management for Aircraft and Other Applications	12/383,578 8,877,056	03/25/2009 11/04/2014	General Ecology, Inc.
US	Apparatus for Filtering And/Or Conditioning And/Or Purifying a Fluid Such as Water	12/806,233 8,671,980	08/06/2010 03/18/2014	General Ecology, Inc.
US	Apparatus for Filtering And/Or Conditioning And/Or Purifying a Fluid Such as Water	14/186,756	02/21/2014	General Ecology, Inc.
US	Apparatus for Filtering And/Or Conditioning And/Or Purifying a Fluid Such as Water	12/319,219	01/03/2009	General Ecology, Inc.
US	Protective Housings for a System	12/653,104 9,675,917	12/08/2009 06/13/2017	General Ecology, Inc.
US	Drinking Water Filtration And/Or Purification Apparatus	13/346,499	01/09/2012	General Ecology, Inc.
US	Apparatus for Filtering And/Or Conditioning And/Or Purifying a Fluid Such as Water, and Interface Thereof for Providing Water Boiler Expansion Pressure Relief	13/618,731 9,109,721	09/14/2012 08/18/2015	General Ecology, Inc.
US	Apparatus for Filtering And/Or Conditioning And/Or Purifying a Fluid Such as Water, and Interface Thereof for Providing Water Boiler Expansion Pressure Relief	14/276,036	05/13/2014	General Ecology, Inc.

<u>Country</u>	<u>Title of Patent</u>	<u>Appl. No./ Patent. No.</u>	<u>Filing Date/ Issue Date</u>	<u>Current Recorded Owner</u>
US	Apparatus for Filtering And/Or Conditioning And/Or Purifying a Fluid Such as Water, and Interface Thereof for Providing Water Boiler Expansion Pressure Relief	14/828,205	08/17/2015	General Ecology, Inc.
US	Apparatus for Filtering And/Or Purifying Water of a Potable Water Distribution System, Such as a Potable Water Distribution System for Aircraft, Said Apparatus Providing Water Boiler Expansion Pressure Relief	13/618,943 8,216,368	09/14/2012 12/22/2015	General Ecology, Inc.
US	Purifier for Filtering and Purifying a Fluid	09/113,629 6,372,132	07/10/1998 04/16/2002	General Ecology, Inc.
US	Pressure Vessel	09/882,383 6,715,615	06/15/2001 04/06/2004	General Ecology, Inc.
US	Fluid Flow Rate and Volume Sensor, and Filtration Apparatuses and Purification Apparatuses Having Such a Sensor	11/363,461 7,249,524	02/27/2006 07/31/2007	General Ecology, Inc.