

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4759383

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MAGNUS, LLC	12/21/2017
RECEIVING PARTY DATA		
Name:	SECURITY BENEFIT CORPORATION	
Street Address:	ONE SECURITY BENEFIT PLACE	
City:	TOPEKA	
State/Country:	KANSAS	
Postal Code:	66636	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	6484403	
Patent Number:	7055439	
Patent Number:	7308856	
Patent Number:	7857101	
Patent Number:	7802656	
Patent Number:	7178463	
Patent Number:	7603955	
Patent Number:	7874255	
CORRESPONDENCE DATA		
Fax Number:	(212)872-1002	
<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:	212-872-8093	
Email:	nburnett@akingump.com, kkoehler@akingump.com	
Correspondent Name:	NATASHA BURNETT	
Address Line 1:	ONE BRYANT PARK	
Address Line 4:	NEW YORK, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	694402.0012.	
NAME OF SUBMITTER:	KWAN KOEHLER	
SIGNATURE:	/Kwan Koehler/	

DATE SIGNED:	01/03/2018
Total Attachments: 12 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of December 21, 2017, is made by MAGNUS, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Security Benefit Corporation, as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, A. STUCKI INVESTMENTS HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”) and A. STUCKI INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), have entered into that certain Amended and Restated Credit Agreement dated as of December 21, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Lenders from time to time party thereto, and SECURITY BENEFIT CORPORATION, as Administrative Agent (together with any successor administrative agent, in such capacity, the “**Administrative Agent**”) for the Lenders and as Collateral Agent (together with any successor collateral agent appointed pursuant thereto, in such capacity, the “**Collateral Agent**”) for the Secured Parties, and the other parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of September 18, 2015, among Borrower, Holdings, each Subsidiary Loan Party, the Administrative Agent and the Collateral Agent (as supplemented by that certain Supplement No. 1, dated as of September 29, 2017, as amended by that certain Amendment No. 2 to Credit Agreement and Waiver, dated as of September 29, 2017, as amended by the Amendment and Supplement No. 2 to Guarantee and Collateral Agreement, dated December 21, 2017, and as otherwise amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in and to the following (the “**Collateral**”):

(a) all letters patent of the United States and all applications for letters patent of the United States, including those set forth in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions

disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the “**Patents**”);

(b) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those set forth in Schedule B hereto, together with all goodwill associated therewith or symbolized thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) (the “**Trademarks**”);

(c) (i) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office, and (iii) any written agreement, now or hereafter in effect, granting any right to the Grantor under any copyright now or hereafter owned by any third party, and all rights of the Grantor under any such agreement (including, without limitation, any such rights that the Grantor has the right to license), including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything to the contrary, in no event shall clause (c)(iii) above include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under,

such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code)) or principles of equity; *provided*, that immediately upon the ineffectiveness, lapse or termination of any such provision, clause (c)(iii) above shall include all such rights and interests as if such provision had never been in effect.

2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart to this IP Security Agreement by facsimile or other electronic transmission (including .pdf or .tif format) shall be as effective as delivery of a manually signed original.

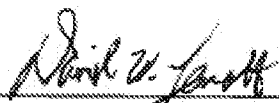
5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages follow]

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

MAGNUS, LLC

By: 

Name: David Lend

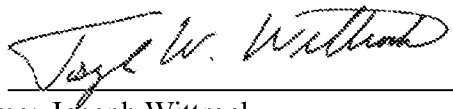
Title: Vice President, Chief Financial Officer,
Treasurer and Secretary

[Signature Page to Intellectual Property Security Agreement]

PATENT

REEL: 044527 FRAME: 0374

SECURITY BENEFIT CORPORATION,
as Collateral Agent

By: 
Name: Joseph Wittrock
Title: VP, Investments

SCHEDULE A

Patents and Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Application No.</u> <u>Application Date</u>	<u>Patent No.</u> <u>Issue Date</u>
Magnus, LLC	Method Of Converting A Traction Motor With Sleeve Bearings To Roller Bearings	United States	09672427 09/28/2000	6484403 11/26/2002
Magnus, LLC	Interior Contour For Bore Of A Friction Support Bearing Of A Railway Locomotive Traction Motor	United States	10862114 06/03/2004	7055439 06/06/2006
Magnus, LLC	Sleeve Bearing For Railway Traction Motor	United States	11178937 07/11/2005	7308856 12/18/2007
Magnus, LLC	Wick Holder For A Lubricating System Of A Locomotive Traction Motor Support Bearing	United States	11284635 11/21/2005	7857101 12/28/2010
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	United States	11336039 01/20/2006	7802656 09/28/2010
Magnus, LLC	Interior Contour For Bore Of A Friction Support Bearing Of A Railway Locomotive Traction Motor	United States	11401177 04/10/2006	7178463 02/20/2007
Magnus, LLC	Sleeve Bearing For Railway Traction Motor	United States	11680729 03/01/2007	7603955 10/20/2009
Magnus, LLC	Sleeve bearing for railway traction motor	United States	12555013 09/08/2009	7874255 01/25/2011
Magnus, LLC	Improved Interior Contour For Bore Of Friction Support Bearing Of A Railway Locomotive Traction Motor	Australia	AU2005252156A 01/10/2005	AU2005252156B2 02/21/2008
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Australia	AU2006297092A 07/21/2006	AU2006297092B2 12/17/2009

Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	Australia	AU2006315925A 07/31/2006	AU2006315925B2 07/30/2009
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Australia	AU2007347710A 09/04/2007	AU2007347710B2 11/11/2010
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	Australia	AU2009202652A 06/30/2009	AU2009202652B9 03/22/2012
Magnus, LLC	Contorno Interno Para Orificio De Um Mancal De Suporte Com Atrito De Um Motor De Tração De Locomotiva De Ferrovia	Brazil	BR20058294A 01/10/2005	BR200508294A 07/31/2007
Magnus, LLC	Método E Aparelho Para Melhoria Do Envio De Óleo De Um Sistema De Lubrificação De Pavio Para Um Mancal De Suporte De Motor De Tração De Locomotiva	Brazil	BR200610890A 07/31/2006	BRPI0610890A2 08/03/2010
Magnus, LLC	Mancal Deslizante Aperfeiçoado Para Motor De Tração Ferroviário	Brazil	BR200712724A 09/04/2007	BRPI0712724A2 12/11/2012
Magnus, LLC	Improved Interior Contour For Bore Of Friction Support Bearing Of A Railway Locomotive Traction Motor	Canada	CA2565706A 01/10/2005	CA2565706C 11/24/2009
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Canada	CA2597140A 07/21/2006	CA2597140C 09/21/2010
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	Canada	CA2590978A 07/31/2006	CA2590978C 09/21/2010

Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	Canada	CA2689183A 07/31/2006	CA2689183C 10/18/2011
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Canada	CA2646493A 09/04/2007	CA2646493C 11/02/2010
Magnus, LLC	Improved Interior Contour For Bore Of A Friction Support Bearing Of A Railway Locomotive Traction Motor	China	CN200580018184A 01/10/2005	CN1964879B 11/28/2012
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	China	CN200680002786A 07/31/2006	CN101107472B 01/23/2013
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	China	CN200780016460A 09/04/2007	CN101438067B 11/14/2012
Magnus, LLC	Sleeve Bearing For Locomotive Traction Motor	China	CN201110315591A 09/04/2007	CN102635634B 01/20/2016
Magnus, LLC	Improved Interior Contour For Bore Of Friction Support Bearing Of A Railway Locomotive Traction Motor	Europe	EP2005705396A 01/10/2005	EP1750986B1 10/31/2012
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	Europe	EP2006789143A 07/31/2006	EP1952053B1 03/05/2014
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Europe	EP2007841787A 09/04/2007	EP2002134A4 08/08/2012
Magnus, LLC	Locomotive Traction Motor Support Bearing	India	IN2006MN1450A 11/28/2006	IN261429B 06/27/2014
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	India	IN2007DN4804A 06/21/2007	IN200704804P1 08/17/2007

Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	India	IN2008DN7725A 09/12/2008	IN282346B 04/07/2017
Magnus, LLC	Improved Interior Contour For Bore Of Friction Support Bearing Of A Railway Locomotive Traction Motor	Mexico	MX2006PA12745A 11/03/2006	MX2006012745A 01/16/2007
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	Mexico	MX200710580A 08/29/2007	MX2007010580A 11/06/2007
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Mexico	MX200814046A 11/03/2008	MX2008014046A 04/15/2009
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Mexico	MX20122984A 11/03/2008	MX338790B 05/02/2016
Magnus, LLC	Delivery of Oil of a Wick Lubricating System for a Locomotive Traction Motor Support Bearing	Mexico	mx/a/2010/000206 01/07/2010	MX302962 09/03/2012
Magnus, LLC	Interior Contour for Bore of a Friction Support Bearing of a Railway Locomotive Traction Motor	Russia	2006140521 01/10/2005	2410580 01/27/2011
Magnus, LLC	Delivery of Oil of a Wick Lubricating System for a Locomotive Traction Motor Support Bearing	Russia	2007134311 07/31/2006	2454598 07/31/2012
Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	Russia	RU2008142456A 09/04/2007	RU2445520C2 03/20/2012
Magnus, LLC	Improved Interior Contour For Bore Of Friction Support Bearing Of A Railway Locomotive Traction Motor	South Africa	ZA20069911A 11/28/2006	ZA200609911B 12/27/2007
Magnus, LLC	Method And Apparatus For Improving The Delivery Of Oil Of A Wick Lubricating System For A Locomotive Traction Motor Support Bearing	South Africa	ZA20074651A 06/15/2007	ZA200704651B 08/27/2008

Magnus, LLC	Improved Sleeve Bearing For Railway Traction Motor	South Africa	ZA20088839A 10/16/2008	ZA200808839B 11/25/2009
Magnus, LLC	método de conversão de mancais de deslizamento para mancais de rolamento utilizados em motor de tração de locomotiva.	Brazil	BR200117142A 09/27/2001	BRPI0117142B1 06/26/2012
Magnus, LLC	Method Of Converting A Traction Motor With Sleeve Bearings To Roller Bearings	Canada	CA2461902 09/27/2001	CA2461902 11/14/2006
Magnus, LLC	Method Of Converting A Traction Motor With Sleeve Bearings To Roller Bearings	Mexico	MX2004PA2941A 03/26/2004	MX2004002941A 04/11/2005

SCHEDULE B

Trademarks and Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Application No.</u> <u>Application Date</u>	<u>Patent No.</u> <u>Issue Date</u>
Magnus, LLC	CATTYWAMPUS	United States	85018459 04/20/2010	4147162 05/22/2012
Magnus, LLC	FLYING HORSE	United States	85018447 04/20/2010	4057102 11/15/2011
Magnus, LLC	GROWLING BEAR	United States	85601632 04/18/2012	4667953 01/06/2015
Magnus, LLC	MERADA	United States	85018450 04/20/2010	4168409 07/03/2012
Magnus, LLC	WAR HORSE	United States	85213290 01/07/2011	4011703 08/16/2011
Magnus, LLC		Japan	2014-050766 06/18/2014	5726387 12/12/2014
Magnus, LLC	FLYING HORSE	International Register		1118365 03/23/2012

SCHEDULE C

Copyrights, Copyright Applications and Copyright Licenses

None.