

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4942776

| | |
|-----------------------------------|---|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | AMENDED AND RESTATED SECURITY AGREEMENT |
| RESUBMIT DOCUMENT ID: | 504756959 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ARIENS COMPANY | 01/25/2018 |
| RECEIVING PARTY DATA | |
| Name: | BANK OF MONTREAL |
| Street Address: | 111 WEST MONROE |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| PROPERTY NUMBERS Total: 34 | |
| Property Type | Number |
| Patent Number: | 6301864 |
| Patent Number: | 6745548 |
| Patent Number: | 6786031 |
| Patent Number: | 6983583 |
| Patent Number: | 7076348 |
| Patent Number: | 7194827 |
| Patent Number: | 7347013 |
| Patent Number: | D556788 |
| Patent Number: | D558690 |
| Patent Number: | D564543 |
| Patent Number: | D565604 |
| Patent Number: | D584746 |
| Patent Number: | D588613 |
| Patent Number: | 7793745 |
| Patent Number: | 7063177 |
| Patent Number: | 7013626 |
| Patent Number: | 6490849 |
| Patent Number: | 6308503 |
| Patent Number: | 6286293 |

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 7540134 |
| Patent Number: | 7540135 |
| Patent Number: | 9066468 |
| Patent Number: | 9021776 |
| Patent Number: | 8925293 |
| Patent Number: | 9699960 |
| Patent Number: | 9288940 |
| Patent Number: | 9445543 |
| Patent Number: | 9290897 |
| Application Number: | 15618279 |
| Application Number: | 15349701 |
| Application Number: | 15090514 |
| Application Number: | 15075828 |
| Application Number: | 15054996 |
| Application Number: | 15054975 |

CORRESPONDENCE DATA

Fax Number: (703)712-5050

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.

Phone: 7037125130

Email: rdbaker@mcguirewoods.com

Correspondent Name: REGINA BAKER

Address Line 1: 1750 TYSONS BOULEVARD

Address Line 2: SUITE 1800

Address Line 4: TYSONS, VIRGINIA 22102

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 2062480-0018 |
| NAME OF SUBMITTER: | REGINA BAKER |
| SIGNATURE: | /REGINA BAKER/ |
| DATE SIGNED: | 05/02/2018 |

Total Attachments: 7

source=BMO_AriensAmendedRestatedGrantSecurityInterest#page1.tif

source=BMO_AriensAmendedRestatedGrantSecurityInterest#page2.tif

source=BMO_AriensAmendedRestatedGrantSecurityInterest#page3.tif

source=BMO_AriensAmendedRestatedGrantSecurityInterest#page4.tif

source=BMO_AriensAmendedRestatedGrantSecurityInterest#page5.tif

source=BMO_AriensAmendedRestatedGrantSecurityInterest#page6.tif

source=BMO_AriensAmendedRestatedGrantSecurityInterest#page7.tif

AMENDED AND RESTATED GRANT OF A SECURITY INTEREST -- PATENTS

This Amended and Restated Patent Security Agreement (this “Patent Security Agreement”) is made as of January 25, 2018, by ARIENS COMPANY, a Wisconsin corporation, (the “Grantor”), in favor of BANK OF MONTREAL, in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated September 30, 2014 (as amended by that certain Pledge Amendment dated as of December 14, 2016, as reaffirmed by that certain Omnibus Amendment and Reaffirmation of Existing Ancillary Documents dated as of November 17, 2017, and as further amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Credit Agreement defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as

delivery of an original executed counterpart.

This Patent Security Agreement is an amendment and restatement of that certain Patent Security Agreement made as of September 30, 2014 (the "Original Patent Security Agreement"). This Patent Security Agreement is not a novation of the Original Patent Security Agreement, but is an amendment and restatement thereof. All references to the Original Patent Security Agreement in any Loan Document or other instrument, agreement or writing relating thereto shall be deemed to refer to this Patent Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ARIENS COMPANY

By: Mark R. Olsen
Name: Mark R. Olsen
Title: CFO

SCHEDULE A

Patents and Patent Applications

| PATENT NUMBER | PUBLICATION DATE | TITLE | APPLICATION NUMBER | FILING DATE |
|-----------------------------|---------------------|---|-----------------------|----------------|
| Ariens Company U.S. Patents | | | | |
| 6301864 | 2001-10-16 | INTERLOCK FOR LAWNMOWER | 09/619995 | 2000-07-20 |
| 6745548 | 2004-06-08 | SPLIT WIREFORM BAIL | 10/294070 | 2002-11-14 |
| 6786031 | 2004-09-07 | JACK FOR POWER IMPLEMENT | 10/264688 | 2002-10-04 |
| 6983583 | 2006-01-10 | LAWNMOWER TILT SENSOR APPARATUS AND METHOD | 10781454 | 2004-02-18 |
| 7076348 | 2006-07-11 | DATA COLLECTION APPARATUS AND METHOD | 10/657951 | 2003-09-09 |
| 7194827 | 2007-03-27 | SNOW THROWER DISCHARGE CHUTE | 10/973155 | 2004-10-26 |
| 7347013 | 2008-03-25 | CHUTE ROTATION AND LOCKING MECHANISM | 11/344412 | 2006-01-31 |
| D556788 | 2007-12-04 | DISCHARGE CHUTE | D/249989 | 2006-10-30 |
| D558690 | 2008-01-01 | ROCKER SWITCH | D/257899 | 2006-04-12 |
| D564543 | 2008-03-18 | DISCHARGE CHUTE | D/295356 | 2007-09-27 |
| D565604 | 2008-04-01 | DISCHARGE CHUTE | D/295355 | 2007-09-27 |
| D584746 | 2009-01-13 | LAWN MOWER COVER | D/304703 | 2008-03-06 |
| D588613 | 2009-03-17 | ARM REST FOR LAWN MOWER | D/304289 | 2008-02-28 |
| 7793745 | 2010-09-14 | IMPLEMENT WITH TANDEM TRANSMISSION | 12/017788 | 2008-01-22 |
| 7063177 | 2006-06-20 | WALK BEHIND LAWN MOWER | 10/844860 | 5/13/04 |
| 7013626 | 2006-03-21 | WALK BEHIND LAWN MOWER | 10/841791 | 5/7/04 |
| 6490849 | 2002-12-10 | LAWN MOWER WITH A PLATFORM FOR STANDING OPERATOR | 09/597316 | 1/19/00 |
| 6308503 | 2001-10-30 | CONVERTIBLE WIDTH LAWN MOWER | 09/607298 | 6/30/00 |
| 6286293 | 2001-09-11 | LAWN MOWER CUTTING BLADE SPINDLE ASSEMBLY | 09/528016 | 3/17/00 |
| 7540134 | 2009-06-02 | RIDING MOWER WITH DECK | 10/821026 | 04/08/04 |

| | | | | |
|-----------|------------|--|-----------|------------|
| | | HEIGHT ADJUSTMENT | | |
| 7540135 | 2009-06-02 | MOWER DECK HEIGHT ADJUSTMENT | 11/180372 | 07/13/05 |
| 9066468 | 2012-09-20 | FOOT PLATFORM FOR STANDING LAWN MOWER | 13/623227 | 09/19/12 |
| 9021776 | 2012-09-20 | HEIGHT OF CUT SYSTEM FOR LAWN MOWER | 13/623231 | 09/20/17 |
| 8,925,293 | 2015-01-06 | ADJUSTABLE HANDLE FOR OUTDOOR POWER EQUIPMENT | 13/888410 | 09/20/12 |
| 9,699,960 | 2017-07-11 | MULCHING INSERT AND SYSTEM FOR MOUNTING A MULCHING INSERT TO A LAWN MOWER | 13/966727 | 05/07/13 |
| 9288940 | 2013-09-06 | LAWN MOWER WITH TRANSPORT LOCK | 14/020559 | 08/26/13 |
| 9445543 | 2013-09-20 | LAWN MOWER DECK LIFTING ASSEMBLY | 14/032291 | 09/06/13 |
| 9,290,897 | 2016-03-22 | SNOW THROWER CHUTE ROTATION MECHANISM | 14/171244 | 09/20/13 |
| | | MULCHING INSERT AND SYSTEM FOR MOUNTING A MULCHING INSERT TO A LAWN MOWER | 15618279 | 6/9/2017 |
| | | LAWN MOWER BAGGER CONNECTION | 15349701 | 11/11/2016 |
| | | AXLE STRAP WITH ATTACHABLE END PIECES | 15090514 | 4/4/2016 |
| | | SNOW THROWER TRACK DRIVE | 15075828 | 3/21/2016 |
| | | BAG ASSEMBLY FOR A LAWN MOWER | 15054996 | 2/26/2016 |

| | | | | |
|--|--|---|----------|-----------|
| | | SKID SHOE ASSEMBLY FOR A SNOW THROWER | 15054975 | 2/26/2016 |
|--|--|---|----------|-----------|