

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4951778

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CENTER MANUFACTURING, INC.	04/25/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1525 WEST W.T. HARRIS BLVD.
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8881421
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(414)978-8675
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<b>ATTORNEY DOCKET NUMBER:</b>	943000.01323
<b>NAME OF SUBMITTER:</b>	MARTA S. LEVINE
<b>SIGNATURE:</b>	/MartaLevine/
<b>DATE SIGNED:</b>	05/08/2018
<b>Total Attachments: 6</b>	
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## PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of May 2, 2018 by and between CENTER MANUFACTURING, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 715 South Street, Mayville, Wisconsin 53050, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, Center Manufacturing Holdings, Inc., a Delaware corporation ("CMH"), Mayville Engineering Company, Inc., a Wisconsin corporation ("Mayville"), Center - Moeller Products LLC, a Delaware limited liability company ("Moeller" and together with the Grantor, Mayville and CMH, individually, a "Borrower" and collectively, the "Borrowers"), the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties (including, without limitation, the Grantor) in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Patents and patent applications, including, without limitation, each Patent listed on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Patent, including, without limitation, any Patent listed on Schedule A or under any Patent licensed under any Patent License including, without limitation, any Patent License listed on Schedule B, or (b) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing.

Provided, however, that the security interests granted herein shall not extend to any Patent License or any rights thereunder where Grantor is a licensee to the extent that the granting of a security interest therein would, under the express terms of such license, be prohibited or restricted or result in a breach of the terms of, constitute a default under, or result in a termination of any such license or any related agreement, unless (x) such prohibition or

restriction is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party.

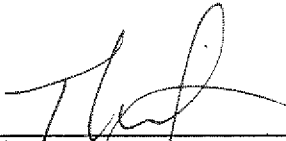
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]



Agreed and Accepted as of the date first above written.

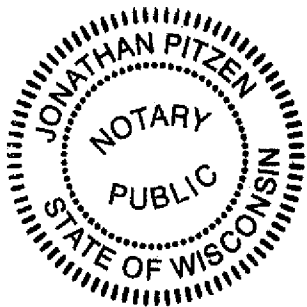
**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent


By:   
Name: Thomas J. Smith  
Title: Vice President

STATE OF Wisconsin )  
COUNTY OF Milwaukee ) SS

This instrument was acknowledged before me on April 24<sup>th</sup>, 2018, by Thomas J. Smith as Vice President of Wells Fargo Bank, National Association.

[Seal]



  
Notary Public, State of Wisconsin  
My commission expires: 04/18/2021

Schedule A to Patent Security Agreement

PATENTS

<u>Title of Invention</u>	<u>Application Number</u>	<u>Assignee</u>	<u>Issue Date</u>	<u>Filing Date</u>
Dipstick assembly with lock system	13/475,614	Center Manufacturing, Inc.	11/11/2014	05/18/2012

Schedule B to Patent Security Agreement

PATENT LICENSES

None.