

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4941935

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PRICE ENGINEERING COMPANY, LLC	04/30/2018
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE, 8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14781995
Application Number:	14487655
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	614-280-3566
Email:	james.murray@wolterskluwer.com
Correspondent Name:	JAMES MURRAY
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125
Address Line 2:	CT CORPORATION
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/02/2018
Total Attachments: 6	
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SECOND LIEN TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of April 30, 2018, made by Price Engineering Company, LLC (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Second Lien Credit Agreement, dated as of April 30, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Guarantors have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 30, 2018, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement and existing licenses to use the Patents granted by the Grantor in ordinary course of its business) and to the Patents

now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

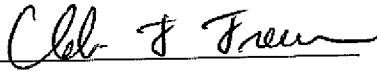
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

PRICE ENGINEERING COMPANY, LLC

By: 
Name: Charles Freeman
Title: Chief Financial Officer and Secretary

*[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in Patents –
Price Engineering Company, LLC]*

PATENT
REEL: 046053 FRAME: 0851

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Agent

By: _____

Name: Judith E. Smith

Title: Authorized Signatory

By: _____

Name: Lingzi Huang

Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TERM LOAN NOTICE AND CONFIRMATION OF
SECURITY INTEREST IN PATENTS -- PRICE ENGINEERING COMPANY, LLC]

PATENT
REEL: 046053 FRAME: 0852

SCHEDULE I

Patents

<u>Owner</u>	<u>App. / Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
Price Engineering (n/k/a Price Engineering, LLC)	14781995	Hydraulic Fluid Reservoir with Improved De-Aeration	10/02/2015	N/A
Price Engineering Co., Inc. (n/k/a Price Engineering, LLC)	14487655	Cyclone Reservoir	9/16/2014	N/A