

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5035552

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AMERICAN EQUIPMENT & MACHINE, INC.	06/29/2018
RECEIVING PARTY DATA		
Name:	U.S. BANK NATIONAL ASSOCIATION, AS SUPERPARITY LIEN COLLATERAL TRUSTEE	
Street Address:	60 LIVINGSTON AVENUE	
Internal Address:	EP-MN-WS3C	
City:	ST. PAUL	
State/Country:	MINNESOTA	
Postal Code:	55107-2292	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13429075
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<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>		
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Email:	gayle.grocke@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP	
Address Line 1:	330 N. WABASH AVENUE	
Address Line 2:	SUITE 2800	
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ATTORNEY DOCKET NUMBER:	049646-0449	
NAME OF SUBMITTER:	GAYLE D. GROCKE	
SIGNATURE:	/gdg/	
DATE SIGNED:	07/03/2018	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT (SUPERPARITY LIEN)

This **PATENT SECURITY AGREEMENT**, dated as of June 29, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified the grantor on the signature pages hereto (the “**Grantor**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as Superparity Lien Collateral Trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Superparity Lien Collateral Trustee**”).

WHEREAS, the Grantor is party to that certain Superparity Lien Debt Pledge and Security Agreement dated as of June 29, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Superparity Lien Collateral Trustee pursuant to which the Grantor granted a security interest to the Superparity Lien Collateral Trustee in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Superparity Lien Collateral Trustee as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Superparity Lien Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”):

All of its United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Superparity Lien Collateral Trustee for the

Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Superparity Lien Collateral Trustee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Intercreditor

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Superparity Lien Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Superparity Lien Collateral Trustee hereunder are subject to the provisions of the Intercreditor Agreement and the Collateral Trust Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement shall govern and control.

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

AMERICAN EQUIPMENT & MACHINE, INC.

By: Michael O. McKown
Name: Michael O. McKown
Title: Secretary

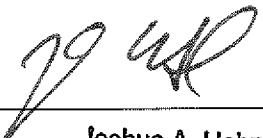
Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Superparity Lien Collateral Trustee

By: _____

Name:

Title:


Joshua A. Hahn
Vice President

SCHEDULE A
to
PATENT SECURITY AGREEMENT (SUPERPARITY LIEN)

PATENTS AND PATENT APPLICATIONS

Title	Status	Application No.	Filing Date	Patent No.	Issue Date	Owner
TAIL DRIVE ASSEMBLY	Published	13/429,075	23 Mar 2012			American Equipment & Machine, Inc.