

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5000327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ESYS AUTOMATION, LLC	06/08/2018
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	101 NORTH TRYON STREET
Internal Address:	C/O MAC LEGAL (NC1-001-05-45)
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9784636
Patent Number:	9630335
Patent Number:	9290289
Patent Number:	8943940
Patent Number:	8505423
Application Number:	15727859
Application Number:	15495227
CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<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:	919 286-8000
Email:	PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	3015 CARRINGTON MILL BOULEVARD
Address Line 2:	SUITE 400
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	017625.004924
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/

PATENT

DATE SIGNED:	06/11/2018
Total Attachments: 5 source=Patent Security Agreement from Esys Automation LLC to Bank of America NA#page1.tif source=Patent Security Agreement from Esys Automation LLC to Bank of America NA#page2.tif source=Patent Security Agreement from Esys Automation LLC to Bank of America NA#page3.tif source=Patent Security Agreement from Esys Automation LLC to Bank of America NA#page4.tif source=Patent Security Agreement from Esys Automation LLC to Bank of America NA#page5.tif	

PATENT SECURITY AGREEMENT

WHEREAS, Esys Automation, LLC, a Michigan limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to the counterpart to the Security Agreement, dated June 8, 2018, attached to the Security Agreement dated as of March 17, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and Bank of America, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement (the "**Agreement**").

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following to the extent included in the Collateral, in each case whether now or hereafter owned other than Excluded Property (collectively, the "**Patent Collateral**");

(i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic law (including the United States patents and patent applications set forth on Schedule A annexed hereto), and all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Patents**");

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and

(iii) the right to sue for any past, present and future infringement of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE

WITH, THE LAWS 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).

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. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

ESYS AUTOMATION, LLC,
a Michigan limited liability company

By: 
Name: Barry Kohn
Title: Chief Financial Officer and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A., as the Collateral Agent

By: Christine Trotter

Name: Christine Trotter

Title: Assistant Vice President

**SCHEDULE A
TO
GRANT OF PATENT SECURITY AGREEMENT**

U.S. ISSUED PATENTS AND PENDING PATENT APPLICATIONS

**Esys Automation, LLC
(Michigan Limited Liability Company)**

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
WEIGHT MATERIAL DISPENSING, CUTTING AND APPLYING SYSTEM	9784636	10/10/17
WEIGHT MATERIAL DISPENSING AND CUTTING SYSTEM	9630335	04/25/17
WEIGHT MATERIAL DISPENSING AND CUTTING SYSTEM	9290289	03/22/16
WEIGHT MATERIAL DISPENSING, CUTTING, AND APPLYING SYSTEM	8943940	02/03/15
WEIGHT MATERIAL DISPENSING AND CUTTING SYSTEM	8505423	08/13/13

Patent Applications

Title	Appl. No.	Filing Date
WEIGHT MATERIAL DISPENSING, CUTTING AND APPLYING SYSTEM	15727859 20180031438	10/09/17
WEIGHT MATERIAL DISPENSING AND CUTTING SYSTEM	15495227 20170225347	04/24/17