

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5081414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BBB INDUSTRIES, LLC	08/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UBS AG , STAMFORD BRANCH
<b>Street Address:</b>	600 WASHINGTON BOULEVARD
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9028686
<b>Patent Number:</b>	9457300
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)408-3141
<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>	
<b>Phone:</b>	202-408-3121 X62348
<b>Email:</b>	jean.paterson@cscglobal.com
<b>Correspondent Name:</b>	CSC
<b>Address Line 1:</b>	1090 VERMONT AVENUE NW, SUITE 430
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	332107-5
<b>NAME OF SUBMITTER:</b>	JEAN PATERSON
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	08/03/2018
<b>Total Attachments: 5</b>	
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## SECOND LIEN PATENT SECURITY AGREEMENT

### (Patents and Patent Licenses)

SECOND LIEN PATENT SECURITY AGREEMENT, dated as of August 1, 2018, between BBB INDUSTRIES, LLC, a Delaware limited liability company (the “**Grantor**”), and UBS AG, STAMFORD BRANCH, as Collateral Agent (this “**Patent Security Agreement**”).

WHEREAS, the Grantor owns, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, GC EOS Parent, Inc., a Delaware corporation (“**Holdings**”), GC EOS Buyer, Inc., a Delaware corporation (the “**Borrower**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and UBS AG, Stamford Branch, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the other Grantors party thereto and UBS AG, Stamford Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor secures the Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement:

The Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Patent constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each issued Patent and Patent application referred to in Schedule 1 hereto;
- (ii) rights to sue for past, present or future infringements of the foregoing;
- (iii) each Patent License constituting Recordable Intellectual Property to which the Grantor is a party; and
- (iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

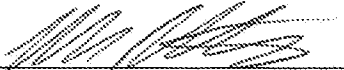
Notwithstanding anything herein to the contrary (i) the liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among GC EOS Parent, Inc., GC EOS Buyer, Inc., the lenders from time to time party thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent in the Collateral pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the ABL/Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Term Loan Intercreditor Agreement and this Patent Security Agreement, the terms of the ABL/Term Loan Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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 written above.

BBB INDUSTRIES, LLC

By:   
Name: Robert Rutledge  
Title: Vice President

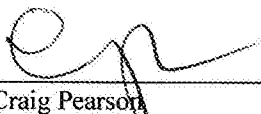
[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY  
AGREEMENT]

**PATENT**  
**REEL: 046702 FRAME: 0426**

Acknowledged:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Darlene Arias  
Title: Director

By:   
Name: Craig Pearson  
Title: Associate Director

[Signature Page to Patent Security Agreement (Second Lien)]

**Schedule 1  
to Patent Security Agreement**

**PATENTS**

<b>Grantor</b>	<b>Title</b>	<b>Filing Date/Issued Date</b>	<b>Status (Application/Registered)</b>	<b>Application/Registration No.</b>
BBB Industries, LLC	Internal Magnetic Filter for Hydraulic Systems	7/26/2012	13/558,452	9,028,686
BBB Industries, LLC	Internal Magnetic Filter for Hydraulic Systems	4/16/2015	14/688,065	9,457,300