

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5077905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
BBB INDUSTRIES, LLC			08/01/2018
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	350 S. GRAND AVE., SUITE 3850		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	9028686		
Patent Number:	9457300		
CORRESPONDENCE DATA			
Fax Number:	(617)523-6850		
<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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ATTORNEY DOCKET NUMBER:	057833.00011		
NAME OF SUBMITTER:	SUSAN C. DINICOLA		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	08/01/2018		
Total Attachments: 5			
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ABL PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

ABL PATENT SECURITY AGREEMENT, dated as of August 1, 2018 between BBB INDUSTRIES, LLC a Delaware limited liability company (the “**Grantor**”), and PNC BANK, NATIONAL ASSOCIATION, 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 PNC Bank, National Association, as Collateral Agent and Administrative Agent, are parties to a ABL 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 ABL 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 PNC Bank, National Association, 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 Secured 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 Secured 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.

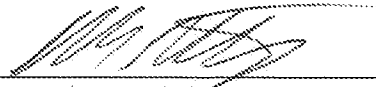
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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, 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

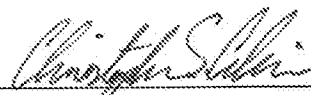
By: 
Name: Robert Rutledge
Title: Vice President

[SIGNATURE PAGE TO ABL PATENT SECURITY
AGREEMENT]

PATENT
REEL: 046707 FRAME: 0307

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Christopher S. Calice
Title: Vice President

[Signature Page to ABL Patent Security Agreement]

PATENT
REEL: 046707 FRAME: 0308

**Schedule 1
to Patent Security Agreement**

PATENTS

Grantor	Title	Filing Date/Issued Date	Status (Application/Registered)	Application/Registration No.
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