

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5123629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
PEARL TECHNOLOGIES INC.	09/04/2018
RECEIVING PARTY DATA	
Name:	MGG INVESTMENT GROUP, LP
Street Address:	888 7TH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10106
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6113026
Patent Number:	6196827
Patent Number:	6148710
Patent Number:	7080585
Patent Number:	7624980
Patent Number:	7779738
Patent Number:	9044896
Patent Number:	9682838
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<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:	050319.0071
NAME OF SUBMITTER:	SCOTT KAREFF
SIGNATURE:	/RS for SK/

DATE SIGNED:	09/04/2018
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Total Attachments: 4
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GRANT OF A SECURITY INTEREST IN PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of September 4, 2018, by Pearl Technologies Inc. ("Grantor"), in favor of MGG Investment Group LP, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Current Patents");

WHEREAS, the Grantor may hereafter acquire right, title or interest in and to additional letter patents, design patents and utility patents, which patents are issued or applied for in the United States Patent and Trademark Office (the "Hereafter Acquired Patents" and together with the Current Patents, the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 4, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

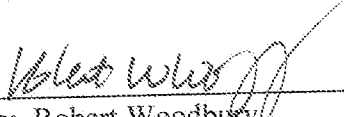
This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same

agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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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 set forth above.

PEARL TECHNOLOGIES INC.

By: 
Name: Robert Woodbury
Title: Chief Financial Officer & Treasurer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Pearl Technologies, Inc.	U.S.	Bow Spreader Bar	6,113,026	Filing Date: 11/16/1998	9/5/2000
Pearl Technologies, Inc.	U.S.	Swing Arm Stabilizing Cage	6,196,827	Filing Date: 12/9/1998	3/6/2001
Pearl Technologies, Inc.	U.S.	Slitter-Punch with Quick Adapter	6,148,710	Filing Date: 7/12/1999	11/21/2000
Pearl Technologies Inc.	U.S.	Hold-Down Clamp for Slitter Punch	7,080,585	Filing Date: 9/16/2002	7/25/2006
Pearl Technologies Inc.	U.S.	Tool-less Rotary Vacuum Wicketer Assembly	7,624,980	Filing Date: 7/9/2007	12/1/2009
Pearl Technologies Inc.	U.S.	Pivot Punch	7,779,738	Filing Date: 1/2/2008	8/24/2010
Pearl Technologies Inc.	U.S.	Gusseter Board with Retractable Nose	9,044,896	Filing Date: 10/31/2012	6/2/2015
Pearl Technologies Inc.	U.S.	Stationary Idler Roll with Low Coefficient of Friction	9,682,838	Filing Date: 5/18/2016	6/20/2017

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RECORDED: 09/04/2018