

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5176701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TMCO OPERATING, LLC	10/05/2018
RECEIVING PARTY DATA	
Name:	CADENCE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	2800 POST OAK BOULEVARD
Internal Address:	SUITE 3800
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11278927
CORRESPONDENCE DATA	
Fax Number:	(832)397-8053
<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:	7132172866
Email:	joel.fine@tklaw.com
Correspondent Name:	JOEL J. FINE
Address Line 1:	811 MAIN STREET
Address Line 2:	SUITE 2500
Address Line 4:	HOUSTON, TEXAS 77002
NAME OF SUBMITTER:	JOEL J. FINE
SIGNATURE:	/s/ Joel J. Fine
DATE SIGNED:	10/06/2018
Total Attachments: 5	
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source=Collateral Assignment of Patents [TMCO] [Executed 10-5-18]#page2.tif	
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COLLATERAL ASSIGNMENT OF PATENTS

This COLLATERAL ASSIGNMENT OF PATENTS dated as of October 5, 2018 (“Agreement”), between TMCO OPERATING, LLC, a Delaware limited liability company, (together with its successors and assigns, the “Assignor”), and CADENCE BANK, N.A., as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of October 5, 2018 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among TMCO OPERATING, LLC, a Delaware limited liability company (“TMCO”), TMCO REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company (“TMCO Real Estate”), TMCO EMPLOYEE HOLDINGS, INC., a Texas corporation (“TMCO Employee,” and together with TMCO, and TMCO Real Estate, collectively, the “Borrowers,” and each a “Borrower”), TMCO HOLDINGS, LLC, a Delaware limited liability company (the “Parent”), the other Persons party thereto as Credit Parties, the lenders party thereto (the “Lenders”) and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of October 5, 2018 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof, in each case, to the extent permitted by such licenses or agreements;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
- (ix) all good will related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xi) all Proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

TMCO OPERATING, LLC,
as Assignor

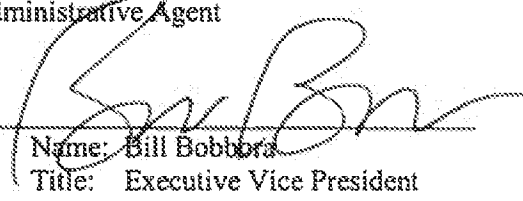
By: 
Name: Ryan Shelton
Title: Vice President and Secretary

[Signatures continued on following page.]

Accepted and acknowledged by:

CADENCE BANK, N.A.,
as Administrative Agent

By: _____

A handwritten signature in cursive script, appearing to read "Bill Bobbra", is written over a horizontal line. The signature is fluid and somewhat stylized.

Name: Bill Bobbra

Title: Executive Vice President

Schedule A

to Collateral Assignment of Patents

<u>U.S. Patent Application No.</u>	<u>Title</u>	<u>Application Date</u>
11/278,927	DUAL CHAMBER ORIFICE FITTING	04/06/2006