

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5307713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAYVILLE ENGINEERING COMPANY, INC.	12/14/2018
RECEIVING PARTY DATA	
Name:	WELLS FARGO STRATEGIC CAPITAL, INC.
Street Address:	10 SOUTH WACKER DRIVE
Internal Address:	13TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9846018
CORRESPONDENCE DATA	
Fax Number:	(704)331-1159
<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:	7043311000
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	100 NORTH TRYON STREET
Address Line 2:	SUITE 4700
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	030047.000136
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	01/03/2019
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of December 14, 2018 by and between MAYVILLE ENGINEERING COMPANY, INC., a Wisconsin corporation (the "Grantor"), having its chief executive office at 715 South Street, Mayville, Wisconsin 53050, and WELLS FARGO STRATEGIC CAPITAL, INC., a Texas corporation, as Administrative Agent (the "Administrative Agent"), with offices at 10 South Wacker Drive, 13th Floor, Chicago, Illinois 60606, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Senior Subordinated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Mayville Engineering Company, Inc., a Wisconsin corporation ("Mayville" or the "Borrower"), the Lenders who are or may become party thereto, and the Administrative Agent, and (b) the Collateral Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties (including, without limitation, the Grantor) in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Patents and patent applications, including, without limitation, each Patent listed on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Patent, including, without limitation, any Patent listed on Schedule A or under any Patent licensed under any Patent License including, without limitation, any Patent License listed on Schedule B, or (b) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing.

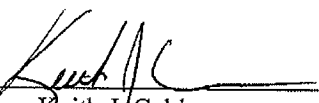
Provided, however, that the security interests granted herein shall not extend to any Patent License or any rights thereunder where Grantor is a licensee to the extent that the granting of a security interest therein would, under the express terms of such license, be prohibited or restricted or result in a breach of the terms of, constitute a default under, or result in a termination of any such license or any related agreement, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

Agreed and Accepted as of the date first above written.

WELLS FARGO STRATEGIC CAPITAL, INC.,
as Administrative Agent

By: 
Name: Keith J. Cable
Title: Managing Director

[Signature Page to Patent Security Agreement]

Schedule A to Patent Security Agreement

PATENTS

APPLN. NO.	APPLN. DATE	PAT. NO.	PAT. DATE	OWNER	STATUS	TITLE
15/343,415	2016- 11-04	9,846,018	2017-12- 19	Mayville Engineering Company Inc.	Granted	Self-adjusting shell holder for metallic cartridge reloading presses

Schedule B to Patent Security Agreement

PATENT LICENSES

None.