

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5468390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT (SECOND LIEN)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AMREP MANUFACTURING COMPANY, LLC	04/09/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BARCLAYS BANK PLC, AS COLLATERAL AGENT
<b>Street Address:</b>	745 7TH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9403641
Patent Number:	5702225
Patent Number:	6007291
Patent Number:	6146079
Patent Number:	4552500
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	212-819-2655
<b>Email:</b>	iprecordations@whitecase.com
<b>Correspondent Name:</b>	PETER GIOVINE/WHITE & CASE LLP
<b>Address Line 1:</b>	1221 AVENUE OF THE AMERICAS
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10020
<b>ATTORNEY DOCKET NUMBER:</b>	1104164-0026-BC15
<b>NAME OF SUBMITTER:</b>	PETER GIOVINE
<b>SIGNATURE:</b>	/Peter Giovine/
<b>DATE SIGNED:</b>	04/10/2019
<b>Total Attachments: 5</b>	
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**PATENT**

**REEL: 048853 FRAME: 0545**

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of April 9, 2019, by and among **AMREP MANUFACTURING COMPANY, LLC**, a Delaware limited liability company (“Grantor”) and **BARCLAYS BANK PLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

### **WITNESSETH:**

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of March 20, 2018 (as it may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, including on the date hereof, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor:

- (a) Patents of Grantor listed on Schedule I attached hereto constituting Collateral; and
- (b) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patents under this Patent Security Agreement (without recourse or warranty of any kind, either express or implied).


SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

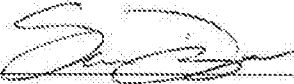
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AMREP MANUFACTURING COMPANY, LLC**

By:   
Name: Steve Klueg  
Title: Vice President and Treasurer

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as Collateral Agent

By:   
Name: Sean Duggan  
Title: Vice President

[Patent Security Agreement (Second Lien)]

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT  
UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

<b>Owner/Grantor</b>	<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Amrep Manufacturing Company, LLC	Side Loader Arm for Refuse Collection Vehicle	9,403,641	8/2/2016
Amrep Manufacturing Company, LLC	Boomless Automated Side Loader for Refuse Collection Vehicle Having Lift Arm with Non-Extendable Upper End	5,702,225	12/30/1997
Amrep Manufacturing Company, LLC	Packer System for Refuse Collection Vehicle	6,007,291	12/28/1999
Amrep Manufacturing Company, LLC	Dual Blade Packer System for Refuse Collection Vehicle	6,146,079	11/14/2000
Amrep Manufacturing Company, LLC	Refuse Hauling and Storage Apparatus	4,552,500	11/12/1985

Patent Applications:

None.