

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5560196

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ADP DISTRIBUTORS INC.	06/06/2019
RECEIVING PARTY DATA		
Name:	CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT	
Street Address:	28 STATE STREET	
Internal Address:	15TH FLOOR	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02109	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8602652
	Patent Number:	D690336
CORRESPONDENCE DATA		
Fax Number:	(212)294-4700	
<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:	2122946635	
Email:	dkumar@winston.com	
Correspondent Name:	WINSTON & STRAWN LLP - JOSE A. JAIME	
Address Line 1:	200 PARK AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10166-4193	
ATTORNEY DOCKET NUMBER:	85452.21-PSA-ADP / CB NA	
NAME OF SUBMITTER:	JOSE A. JAIME	
SIGNATURE:	/Jose A. Jaime/	
DATE SIGNED:	06/06/2019	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of June 6, 2019 is made by ADP Distributors Inc., a corporation organized under the laws of British Columbia, Canada (the "Grantor"), in favor of Citizens Bank, N.A. (as successor by merger to Citizens Bank of Pennsylvania) ("Citizens"), as Administrative Agent and Collateral Agent for the benefit of the Lenders (in such capacities, together with its successors and permitted assigns, the "Agent").

Introductory Statement

WHEREAS, pursuant to the Loan and Security Agreement dated as of September 30, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, including by that certain First Amendment to Loan and Security Agreement, dated as of April 11, 2019, the "Loan Agreement") among CARDONE INDUSTRIES, INC., a Pennsylvania corporation, ("Cardone"), MCR INTERNATIONAL, INC., a Delaware corporation ("MCR"), SMART CHOICE, LLC, a Delaware limited liability company ("Smart Choice"), REMAN MANAGEMENT INTERNATIONAL LLC, a Pennsylvania limited liability company ("Reman"), TRIDONEX USA LLC, a Delaware limited liability company ("Tridonex") and GLOBAL REMAN VENTURES, LLC, a Delaware limited liability company ("Global" and, together with Cardone, MCR, Smart Choice, Reman, Tridonex and any Additional Borrower that joins as a U.S. Borrower, each a "U.S. Borrower" and collectively, the "U.S. Borrowers"), 1137602 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company organized under the laws of the province of British Columbia, Canada ("BC Unlimited"), CARDONE INDUSTRIES ULC, an unlimited liability company organized under the laws of the province of Nova Scotia, Canada, ("Cardone ULC" and together with BC Unlimited and any Additional Borrower that joins as a Canadian Borrower, each a "Canadian Borrower" and collectively, the "Canadian Borrowers"; the Canadian Borrowers and the U.S. Borrowers, each individually a "Borrower" and collectively, the "Borrowers"), the other Loan Parties party thereto, the Lenders from time to time party thereto and Citizens, individually as Lender, as Administrative Agent and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce Citizens to act in its respective agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention including, without limitation, those listed on Schedule 1, together with any similar industrial property, design or plant rights for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; and (v) all renewals thereof (the "Patents");

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the Patents; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Patent application that is filed on an "intent-to-use" or proposed-use basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Patent Office or an amendment to allege use is submitted to and accepted by the Canadian Intellectual Property Office, as applicable).

Section 3. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of such Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Patents and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

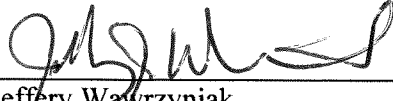
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. THE GRANTOR FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 13.15.2 OF THE LOAN AGREEMENT (“CONSENT TO JURISDICTION, FORUM AND SERVICE OF PROCESS”) AND SECTION 13.16 OF THE LOAN AGREEMENT (“WAIVERS BY THE LOAN PARTIES”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.3, 13.4, 13.5, 13.7, 13.8 and 13.12 of the Loan Agreement (“Amendments and Waivers”; “Severability”; “Rights of Sale; Assignment; Participations”; “Execution in Counterparts”; “Notices and Communications”; “Entire Agreement”) are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement *mutatis mutandis* as if fully set forth herein. This Patent Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

ADP DISTRIBUTORS INC., as Grantor

By 
Name: Jeffery Wawrzyniak
Title: Corporate Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 049408 FRAME: 0833

SCHEDULE 1
TO

PATENT SECURITY AGREEMENT

Title	Patent No.	Grant Date	Expiration Date	Owner of Record
TURBOCHARGER BEARING ASSEMBLY	8,602,652	12-10-2013	12-10-2032	ADP Distributors Inc.
HYDRAULIC TURBOCHARGER PEDESTAL SEAL	D690,336	9-24-2013	9-24-2017	ADP Distributors Inc.