

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5633862

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ECM INDUSTRIES, LLC		07/22/2019
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 SOUTH DEARBORN, FL 22	
Internal Address:	IL1-0472	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 43		
Property Type	Number	
Patent Number:	7633282	
Patent Number:	8085032	
Patent Number:	6812685	
Patent Number:	6163144	
Patent Number:	6525665	
Patent Number:	6137285	
Patent Number:	6731218	
Patent Number:	6844819	
Patent Number:	7295130	
Patent Number:	7468674	
Patent Number:	10088500	
Patent Number:	8246095	
Patent Number:	D608191	
Patent Number:	D609998	
Patent Number:	7071418	
Patent Number:	D613137	
Patent Number:	D576896	
Patent Number:	D612338	
Patent Number:	D623148	

PATENT

Property Type	Number
Patent Number:	D615430
Patent Number:	D507981
Patent Number:	D506400
Patent Number:	D508425
Patent Number:	D506692
Patent Number:	D567418
Patent Number:	D578368
Patent Number:	D572105
Patent Number:	D577981
Patent Number:	D599288
Patent Number:	D592475
Patent Number:	8434741
Patent Number:	D623920
Patent Number:	D531469
Patent Number:	D542112
Patent Number:	D572107
Patent Number:	D587554
Patent Number:	D553027
Application Number:	15147688
Application Number:	14883407
Application Number:	16040124
Application Number:	29611251
Application Number:	62637247
Application Number:	29638917

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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.

Phone: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: NANCY BROUGHER, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.293
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	07/24/2019

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Patent Security Agreement"), dated as of July 22, 2019, is by ECM INDUSTRIES, LLC ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Lender (the "Lender").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of January 23, 2019, by and among the Grantor, the other Loan Parties party thereto from time to time, and the Lender (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lender has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Lender that certain Pledge and Security Agreement dated as of January 23, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Lender this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby pledges and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor, to secure the prompt and complete payment and performance of all of the Secured Obligations (collectively, the "Patent Collateral"), but in each case of the following, other than any Excluded Assets): (a) all U.S. Patents constituting Registered IP owned by such Grantor, including those U.S. patents and patent applications referred to on Schedule I hereto; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (e) all rights to sue for past, present, and future infringements thereof.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. FAILURE TO SUPPLEMENT. No failure to modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all Patent Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

7. TERMINATION AND RELEASE. Upon any termination of the Security Agreement in accordance with its terms or any release of any Liens in any Patent Collateral pursuant to the terms of the Security Agreement, the Lender shall promptly execute, acknowledge, and deliver to the Grantor an instrument or instruments in writing in recordable form and substance reasonably satisfactory to the Grantor releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

[signature pages follow]

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.

ECM INDUSTRIES, LLC,
a Delaware limited liability company

By: 
Name: Adam McMahon
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Lender

By: Robert S. Sheppard
Name: ROBERT S. SHEPPARD
Title: AUTHORIZED OFFICER

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

U.S. PATENTS AND PATENT APPLICATIONS

Record Owner	Patent	Patent Number or Application Number	Filing Date
ECM Industries, LLC	MULTI-SCANNER DEVICE HAVING A DETACHABLE OUTLET TESTER	7633282	8/17/2007
ECM Industries, LLC	MULTI-SCANNER DEVICE HAVING A DETACHABLE OUTLET TESTER	8085032	3/24/2011
ECM Industries, LLC	AUTO-SELECTING, AUTO-RANGING CONTACT/NONCONTACT VOLTAGE AND CONTINUITY TESTER	6812685	2/13/2002
ECM Industries, LLC	ELECTRICAL CIRCUIT TRACING APPARATUS USING MODULATED TRACING SIGNAL	6163144	7/20/1998
ECM Industries, LLC	ELECTRICAL CIRCUIT TRACING DEVICE	6525665	8/22/2001
ECM Industries, LLC	ELECTRICAL VOLTAGE TESTER	6137285	11/30/1998
ECM Industries, LLC	VOLTAGE SENSING HAND TOOL	6731218	3/28/2002
ECM Industries, LLC	VOLTAGE SENSING HAND TOOL	6844819	3/24/2004
ECM Industries, LLC	VOLTAGE SENSING HAND TOOL	7295130	12/6/2004
ECM Industries, LLC	VOLTAGE SENSING HAND TOOL	7468674	7/19/2006
ECM Industries, LLC	CODELESS RECEPTACLE TESTER	20160327601	5/5/2016
ECM Industries, LLC	COMBINATION TEST DEVICE	10088500	5/5/2016
ECM Industries, LLC	CABLE CLASP	8246095	7/16/2009
ECM Industries, LLC	CLASP	D608191	2/11/2009
ECM Industries, LLC	CLASP	D609998	8/21/2009
ECM Industries, LLC	CABLE HOLDER	7071418	10/27/2004
ECM Industries, LLC	CABLE TOOL	D613137	5/18/2009
ECM Industries, LLC	DETECTOR MODULE	D576896	7/20/2007
ECM Industries, LLC	ELECTRICAL INSTRUMENT	D612338	5/18/2009
ECM Industries, LLC	ELECTRICAL INSTRUMENT	D623148	9/2/2009
ECM Industries, LLC	ELECTRICAL PROBE	D615430	6/4/2009
ECM Industries, LLC	FISH TAPE HANDLE	D507981	2/12/2004
ECM Industries, LLC	FISH TAPE HANDLE	D506400	2/12/2004
ECM Industries, LLC	FISH TAPE REEL	D508425	2/12/2004
ECM Industries, LLC	FISH TAPE REEL GRIP	D506692	2/12/2004
ECM Industries, LLC	FLASHLIGHT	D567418	7/20/2007
ECM Industries, LLC	HAND TOOL HANDLE	D578368	7/20/2007
ECM Industries, LLC	SCREWDRIVER HANDLE	D572105	7/20/2007
ECM Industries, LLC	HAND TOOL HANDLE	D577981	7/20/2007
ECM Industries, LLC	LOW VOLTAGE OUTDOOR LIGHTING POWER SUPPLY	D599288	10/31/2008
ECM Industries, LLC	PLIERS HAMMER HEAD	D592475	7/20/2007
ECM Industries, LLC	POWERED CABLE PULLER	8434741	6/29/2010
ECM Industries, LLC	SET OF TOOL HANDLES	D623920	10/8/2009
ECM Industries, LLC	STAPLE GUN	D531469	12/12/2005
ECM Industries, LLC	TOOL PORTION	D542112	10/7/2005

Record Owner	Patent	Patent Number or Application Number	Filing Date
ECM Industries, LLC	UTILITY KNIFE	D572107	7/20/2007
ECM Industries, LLC	UTILITY KNIFE	D587554	7/20/2007
ECM Industries, LLC	WINDER	D553027	10/7/2005
ECM Industries, LLC	WRENCH	20160114467	10/14/2015
ECM Industries, LLC	CABLE SNAKE	16/040,124	7/19/2018
ECM Industries, LLC	CABLE SNAKE	29/611,251	7/19/2017
ECM Industries, LLC	METER	62/637,247	3/1/2018
ECM Industries, LLC	METER	29/638,917	3/1/2018