

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5674560

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NAP ASSET HOLDINGS LTD.	08/16/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	340 MADISON AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10173	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8192112
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(800)914-4240	
<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>	800-713-0755	
<b>Email:</b>	james.murray@wolterskluwer.com	
<b>Correspondent Name:</b>	CT CORPORATION	
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY	
<b>Address Line 2:</b>	SUITE 125	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	SYED HUMZA MOINUDDIN	
<b>SIGNATURE:</b>	/Syed Humza Moinuddin/	
<b>DATE SIGNED:</b>	08/19/2019	
<b>Total Attachments: 6</b>		
source=(For Recording) Patent Security Agreement (Peak) Executed_V_1#page1.tif		
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source=(For Recording) Patent Security Agreement (Peak) Executed_V_1#page3.tif		
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

NAP ASSET HOLDINGS LTD.

Execution Date(s) August 16, 2019

Additional names of conveying parties attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of  
Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal  
Address:

Street Address: : 340 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10173

Additional names, addresses, or citizenship attached?

☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No.(s)

See Attached Schedule 1

See Attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence  
concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and  
registrations involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature: 

Signature

August 16, 2019

Date

Syed Humza Moinuddin  
Name of Person Signing

Total number of pages including cover sheet, attachments,  
and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PATENT**  
**REEL: 050087 FRAME: 0887**

**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement"), dated as of August 16, 2019, is made by NAP ASSET HOLDINGS, LTD., a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee"), as agent for the financial institutions which are now or which hereafter become a party (collectively, the "Lenders" and each individually, a "Lender") to that certain Revolving Credit, Term Loan and Security Agreement (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the "Credit Agreement"), dated of even date herewith, by and among Grantor, TOOLING ACQUISITION CO., a Delaware corporation, O SAW AND TOOL, LLC, a Delaware limited liability company, NGT ACQUISITION INTERMEDIATE CORP., a Delaware corporation, GLADU ASSET HOLDINGS, INC., a corporation organized under the laws of Quebec, Canada, Grantee and Lenders.

**WHEREAS**, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantor;

**WHEREAS**, under the terms of the Credit Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, the Grantor has agreed to execute and deliver this Patent Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Grantee.

4. Other Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Patent Collateral are as provided by the Credit Agreement and Other Documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Patent Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Patent Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Other Documents.

6. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

7. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


8. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Patent Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

*[Signature page follows]*

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

**NAP ASSET HOLDINGS LTD.**

By: \_\_\_\_\_

Name: Kerry Baskins

Title: Chief Executive Officer and President

AGREED TO AND ACCEPTED:

**PNC BANK, NATIONAL ASSOCIATION**

as Agent for the Lenders

By: 

Name: *Robert Williams*

Title: *SVP*

Address: 340 Madison Avenue  
New York, NY 10173

**SCHEDULE 1**  
**PATENTS AND PATENT APPLICATIONS**

<b>Country</b>	<b>Patent Description:</b>	<b>Registration #:</b>	<b>Filing Date:</b>	<b>Issue Date:</b>
United States	Universal rotary cutter head with back clamping system and constant cutting dimensions and constant weight regridable inserts	8192112	26-Mar-2009	5-Jun-2012
Canada	Cutter insert mounting and method.	2391318	27-Jul-2000	12-Apr-2005