

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5813393

|   |   |                       |
|---|---|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                          |                       |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST            |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |
| <b>Name</b>   |   | <b>Execution Date</b> |
| ARES CAPITAL CORPORATION, AS SECURED PARTY  |   | 11/05/2019            |
| <b>RECEIVING PARTY DATA</b>   |   |                       |
| <b>Name:</b>  | MACRO TECHNOLOGIES, LLC                 |                       |
| <b>Street Address:</b>  | 12530 135TH AVE NE                      |                       |
| <b>City:</b>  | KIRKLAND                                |                       |
| <b>State/Country:</b>   | WASHINGTON                              |                       |
| <b>Postal Code:</b>   | 98034                                   |                       |
| <b>PROPERTY NUMBERS Total: 7</b>  |   |                       |
| <b>Property Type</b>  | <b>Number</b>                           |                       |
| Patent Number:  | 6939094                                 |                       |
| Patent Number:  | 7841580                                 |                       |
| Patent Number:  | 7775470                                 |                       |
| Application Number:   | 13206828                                |                       |
| Application Number:   | 13426377                                |                       |
| Application Number:   | 14061487                                |                       |
| Application Number:   | 61785382                                |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |
| <b>Fax Number:</b>  | (617)502-5002                           |                       |
| <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>   | 617-248-5000                            |                       |
| <b>Email:</b>   | PatentDocket@choate.com                 |                       |
| <b>Correspondent Name:</b>  | CHOATE HALL & STEWART LLP-PATENT DOCKET |                       |
| <b>Address Line 1:</b>  | TWO INTERNATIONAL PLACE                 |                       |
| <b>Address Line 4:</b>  | BOSTON, MASSACHUSETTS 02110             |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 2011269-0005                            |                       |
| <b>NAME OF SUBMITTER:</b>   | BRIAN E. REESE, PHD, JD, MBA            |                       |
| <b>SIGNATURE:</b>   | /Brian E. Reese/                        |                       |
| <b>DATE SIGNED:</b>   | 11/11/2019                              |                       |

**Total Attachments: 22**

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**PATENT RELEASE AND REASSIGNMENT**

THIS PATENT RELEASE AND REASSIGNMENT is made as of November 5, 2019, by ARES CAPITAL CORPORATION ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Macro Technologies, LLC, an Ohio limited liability company ("Grantor") and Secured Party (as successor in interest by assignment from General Electric Company, as successor by merger to General Electric Capital Corporation) were parties to that certain Patent Security Agreement dated as of January 31, 2014 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Patents and Patent Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Patents set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Patent Division of the United States Patent and Patent Office on February 4, 2014, at Reel 032160, Frame 0026;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Patents and Patent Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Patent Collateral"):

(i) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

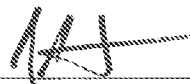
2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Patents and the Patent Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Patent Release and Reassignment to be executed as of the day and year first above written.

**ARES CAPITAL CORPORATION**, as Secured  
Party

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



Name: \_\_\_\_\_

**Ian Fitzgerald**

Title: \_\_\_\_\_

**Authorized Signatory**

## **SCHEDULE 1**

### **United States Patents and Patent Applications**

| <b>Patent</b>  | <b>Country</b>     | <b>Owner</b>                  | <b>Application<br/>Number</b> | <b>Registration<br/>Number</b> | <b>Registration<br/>Date</b> |
|--|--------------------|-------------------------------|-------------------------------|--------------------------------|------------------------------|
| AUTONOMOUS POWER<br>INTERFACE FOR<br>MODIFYING LIMITED<br>ROTATION SPEED OF A<br>MACHINE | US                 | Macro<br>Technologies,<br>LLC | 10/353,479<br>1/28/2003       | 6,939,094<br>9/6/2005          |                              |
| PRESSURIZED FLUID<br>COUPLER<br>WITH ANTI-RECOIL<br>FEATURE AND METHODS                  | US                 | Macro<br>Technologies,<br>LLC | 11/406,804<br>4/18/2006       | 7,841,580<br>11/30/2010        |                              |
| RELATIVE LINE TENSION<br>INDICATOR AND METHODS<br>FOR FISHING REELS AND<br>THE LIKE      | US                 | Macro<br>Technologies,<br>LLC | 11/406,836<br>4/18/2006       | 7,775,470<br>8/17/2010         |                              |
| RAPID-CONNECT COUPLER  | US                 | Macro<br>Technologies,<br>LLC | 13/206828<br>8/10/2011        |                                |                              |
| Vent-Stop Coupler  | US                 | Macro<br>Technologies,<br>LLC | 13/426377<br>3/21/2012        |                                |                              |
| Breakaway Coupling   | US                 | Macro<br>Technologies,<br>LLC | 14/061487                     |                                |                              |
| Rapid Connect Coupler with<br>Vent Stop  | US-<br>provisional | Macro<br>Technologies,<br>LLC | 61/785,382                    |                                |                              |

## AGENCY RESIGNATION AND APPOINTMENT AGREEMENT

This AGENCY RESIGNATION AND APPOINTMENT AGREEMENT, dated as of September 1, 2017 (this "Agreement"), is by and among GENERAL ELECTRIC COMPANY ("GE Company"), successor in interest by merger to General Electric Capital Corporation, in its capacity as the existing Administrative Agent under and as defined in the Credit Agreement referred to and as defined below (in such capacity, the "Retiring Agent"), the LENDERS signatory hereto, ARES CAPITAL CORPORATION ("ARCC"), in its capacity as successor to the Retiring Agent (in such capacity, the "Successor Agent"), and ENGINEERED CONTROLS INTERNATIONAL, LLC (the "Borrower"). Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Credit Agreement.

### WITNESSETH:

WHEREAS, the Borrower, the other Credit Parties, the Retiring Agent, Antares Capital LP, as Revolving Agent, the Lenders and the L/C Issuers from time to time party thereto are parties to that certain Credit Agreement, dated as of December 3, 2013 (as the same has been and may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Retiring Agent desires to resign from its role as Administrative Agent under the Credit Agreement and the other Loan Documents, the Required Lenders desire to appoint the Successor Agent as Administrative Agent under the Credit Agreement and the other Loan Documents and the Borrower consents to such appointment.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties hereto agree as follows:

#### 1. Administrative Agent Replacement.

(a) Resignation of Retiring Agent. The Retiring Agent hereby resigns, effective as of the Effective Date (defined below) as the Administrative Agent under the Credit Agreement and the other Loan Documents. As of the Effective Date, the Retiring Agent shall be discharged from its duties and obligations under the Credit Agreement and all other Loan Documents, except (i) the express obligations of the Retiring Agent in its capacity as such that, in accordance with the express terms of the Credit Agreement and the other Loan Documents, survive its resignation as the Administrative Agent thereunder (the "Retiring Agent Surviving Obligations") and (ii) to the extent expressly set forth in this Agreement.

(b) Appointment of Successor Agent as Administrative Agent. As of the Effective Date, the Required Lenders hereby appoint, and the Borrower hereby consents to the appointment of, the Successor Agent as the Administrative Agent under the Credit Agreement and the other Loan Documents and the Successor Agent hereby accepts such appointment and agrees to act as the Administrative Agent under the Credit Agreement and the other Loan Documents.

(c) Rights and Duties. As of the Effective Date, the Successor Agent is hereby vested with all the rights, powers and privileges of, and assumes and agrees to perform all obligations and duties of, the Administrative Agent under the Credit Agreement and the other Loan Documents, in each case, including, without limitation, in the capacity as the Administrative Agent, secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Retiring Agent was granted a lien, security interest, mortgage, collateral assignment or other encumbrance on any real or personal property of any Borrower, any Credit Party or any other person, in each case, as security for all or any of the Secured Obligations (as defined in the Guaranty and Security Agreement).

(d) Survival. Nothing in this Agreement shall be deemed a termination of the provisions of, or any of the Retiring Agent's rights under, any of the Loan Documents that are expressly stated herein or in any section of such Loan Document to survive the Retiring Agent's resignation or otherwise ceasing to act in such capacity. For the avoidance of doubt, notwithstanding anything to the contrary contained in this Agreement or otherwise, the Retiring Agent and its Related Persons shall retain the benefit of all provisions of the Credit Agreement and each Loan Document and applicable privileges with respect to any actions taken or omitted to be taken while the Retiring Agent was, or because the Retiring Agent had been, acting as the Administrative Agent under any of the Loan Documents.

(e) Collateral Documents. Each of the Borrower and the Retiring Agent, as applicable, hereby authorizes each of the Successor Agent and the Retiring Agent to file or cause to be filed such UCC financing statements, intellectual property security agreements, mortgages, share charges, stock pledge agreements and any other documents, including Collateral Documents, assignments and/or amendments as may reasonably be necessary or desirable in connection with the Retiring Agent's assignment, and the Successor Agent's assumption, of all the rights, powers, privileges and duties of the Retiring Agent as Administrative Agent under the Loan Documents and this Agreement.

(f) Release. In consideration for the Retiring Agent's agreements set forth in this Agreement, and except for the Retiring Agent Surviving Obligations and the Retiring Agent's obligations expressly set forth in this Agreement, the Successor Agent, on behalf of itself and its Affiliates and its and their respective Related Persons (and any successors, assigns, heirs and personal representatives thereof), and any person or entity claiming through any of them, hereby irrevocably, unconditionally, fully and completely releases, acquits, remises and forever discharges the Retiring Agent and its Affiliates and its and their respective Related Persons (and any successors, assigns, heirs or personal representatives thereof) (collectively, the "Releasees") of and from, and hereby waives and covenants not to bring any action of any kind against any of the Releasees regarding, any and all claims, rights, actions, demands, injuries, damages, compensation, or causes of action of every kind and nature, whether asserted or unasserted, foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, whether in tort or contract, which the Successor Agent has against any of the Releasees, or which might or could arise under state, federal, or local law, including common law, solely in connection with the Retiring Agent acting in accordance with the written instructions of the Successor Agent or the Retiring Agent's failure to act due to the Successor Agent's failure to provide written instructions (the "Claims"). As a consequence of this subsection and for the purpose of implementing a general, full and complete release and discharge of the Releasees with respect to the Claims, the Successor Agent expressly acknowledges that the foregoing release is intended to include, without limitation, Claims of which it is unaware or does not expect to exist in its favor, and that this release contemplates the release and discharge of any and all of the Claims. The Successor Agent acknowledges and agrees that the possibility that unknown Claims may exist, being known and understood by it, has been explicitly considered and taken into account in its execution hereof, for the purpose of implementing a full and complete release and discharge of the Releasees.

2. Turnover Provisions. In the event that, on or after the Effective Date, the Retiring Agent actually receives (i) any proceeds of Collateral or (ii) any funds in respect of any Term Loans, in each case which are delivered to it in its capacity as the Administrative Agent under the Credit Agreement or any other Loan Document, the Retiring Agent will, within a commercially reasonable period of time after becoming aware of receipt thereof, or as promptly as practicable after notice from the Successor Agent (to the extent actually received), forward (accompanied by reasonably detailed identifying information available to it) such proceeds or funds to the Successor Agent by wire transfer of immediately available funds in accordance with the instructions set forth on Schedule 1 attached hereto; provided that, for the avoidance of doubt, the Retiring Agent shall have no obligation to so forward any funds delivered to it in its capacity as the Administrative Agent under the Credit Agreement or any other Loan Document that are attributable to the Retiring Agent's continuing interest in such Collateral, Term Loans, the Credit Agreement or any other Loan Document (such as payments in respect of fees, indemnities or expense reimbursements, etc.) or attributable to any period or otherwise fully earned prior to the Effective Date (the amounts described in this

proviso, collectively, the “Retiring Agent Funds”). In the event that on or after the Effective Date, the Successor Agent receives any Retiring Agent Funds, the Successor Agent will, within a commercially reasonable period of time after becoming aware of receipt thereof, or as promptly as practicable after notice from the Retiring Agent (to the extent actually received), forward (accompanied by reasonably detailed identifying information) such proceeds or funds to the Retiring Agent by wire transfer of immediately available funds in accordance with the instructions set forth on Schedule 1 attached hereto.

3. Loan Documents

(a) Amendments. The parties hereto hereby agree and acknowledge that, from and after the Effective Date, the Successor Agent shall be, and shall be deemed to be, the Administrative Agent under the Credit Agreement and the other Loan Documents. In furtherance of the foregoing, all defined terms referencing or appointing GE Company (or General Electric Capital Corporation, its predecessor in interest) as Administrative Agent in the Credit Agreement and the other Loan Documents shall be deemed amended from and after the Effective Date to reference the Successor Agent as Administrative Agent (or otherwise as the agent for the Lenders and the other Secured Parties, as applicable).

(b) Notices. Pursuant to the Credit Agreement, notices shall be addressed as follows and shall be delivered in accordance with the notice provisions in the Credit Agreement and all other notice provisions referring to the Retiring Agent as Administrative Agent in any other Loan Documents are amended to reference the Successor Agent at the addresses set forth below:

If to Successor Agent:

Ares Capital Corporation  
245 Park Avenue, 44th Floor  
New York, NY 10167  
Telephone: (212) 750-7300  
Attention: ARCC General Counsel  
arccgeneralcounsel@aresmgmt.com  
cc: Raymond Wright  
wright@aresmgmt.com

If to Retiring Agent:

GE Global Legacy Solutions  
c/o GE Capital – Legal Department  
901 Main Avenue  
Norwalk, CT 06851  
Attention: Ryan Doherty – Legal  
Reference: SSLP

with a copy to:

GE Global Legacy Solutions  
c/o GE Capital – Risk Department  
901 Main Avenue  
Norwalk, CT 06851  
Attention: Annie Bortolot – Risk  
Reference: SSLP

(c) Wire Instructions. Effective as of the Effective Date, the bank account information for any payment obligation payable to the Administrative Agent under the Credit Agreements or any other



Loan Documents is as follows:

U.S. Bank, N.A.  
Minneapolis, MN  
ABA# 091-000-022  
DDA# 1731-0332-1738  
Account Name: Ares Capital Corp  
FFC: ARCC 786127-740 / ECI

4. Conditions to Effectiveness. This Agreement shall become effective as of the date first written above (the “Effective Date”) when it has been duly executed and delivered by the Borrower, the Retiring Agent, the Successor Agent and Lenders constituting Required Lenders.

5. Representations and Warranties.

(a) Each of the parties hereto hereby severally represents and warrants the following to the other party hereto:

(i) this Agreement is the legal, valid and binding agreement of such party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principals of equity, regardless of whether considered in a proceeding in equity or at law; and

(ii) such party has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to fulfill its obligations hereunder and to consummate the transactions contemplated hereby.

(b) Except as set forth in Section 5(a) above, this Agreement is made without any representations or warranties by the Retiring Agent, of any kind or nature whatsoever, whether express, implied or imposed by law, including, without limitation, (i) any of the warranties described in Section 3-416 and Section 3-417 (or comparable provisions) of the Uniform Commercial Code of any jurisdiction (or any comparable or similar provisions under the applicable laws of jurisdiction outside the United States), which warranties are hereby expressly disclaimed, with respect to the title, legality, validity or enforceability of any of the documents, instruments and agreements which relate to the Loans, including, without limitation, the Loan Documents; (ii) the completeness of any information contained in the Loan Documents; (iii) the validity, sufficiency or enforceability of any Loan Document; (iv) the collectability of any amount owed to any Lender by any Credit Party; (v) the financial condition of any Credit Party; (vi) the validity, enforceability, attachment, priority or perfection of any security interest, mortgage or other lien described in the Loan Documents; (vii) the existence, value or condition of any Collateral; or (viii) the accuracy, completeness or reliability of any reports or other information prepared by third-parties, including, without limitation, audits, appraisals, opinions of value, environmental site assessments, lien searches, title searches, title certificates, property descriptions, title insurance policies and property surveys.

6. Delivery of Loan Documents; Bailee.

(a) The Retiring Agent agrees that it will (i) promptly deliver or cause to be delivered to the Successor Agent the Register (which shall include a schedule setting forth the outstanding principal amount of, and accrued interest payable on, the Term Loans as of the Effective Date) and (ii) cooperate with the Successor Agent and its agents to complete each of the filings or other actions, and to execute such agreements, instruments and other documents, in each case, set forth on the agency transfer checklist attached hereto as Exhibit A (the “Checklist” and such filings or other actions and execution of such agreements, instruments and other documents, collectively, the “Actions” and each, an “Action”). The Retiring Agent agrees to reasonably cooperate with the Successor Agent from the Effective Date with

respect to the administration of the Credit Agreement until all Actions have been completed. Notwithstanding the foregoing, nothing in this Section 6(a) (including the completion of the Actions) shall be interpreted or construed to relieve the Retiring Agent of the performance of the Retiring Agent Surviving Obligations.

(b) The Borrower and the undersigned Lenders each hereby authorizes and consents to all actions taken by the Retiring Agent and the Successor Agent pursuant to clause (a) of this Section 6.

(c) The Borrower agrees to cause, within thirty (30) days following the written request therefor, duly taken, executed, acknowledged and delivered any such further acts, documents, instruments and assurances the Successor Agent may reasonably request in writing in order (i) to carry out the intent and purpose of this Agreement and the transactions contemplated herein or (ii) for the Successor Agent to obtain the full benefits of this Agreement, the Credit Agreement, the other Loan Documents and the rights and powers herein and therein granted.

(d) Until such time as all Actions have been completed, the Successor Agent hereby appoints the Retiring Agent, and the Retiring Agent hereby accepts such appointment, as the gratuitous, non-fiduciary bailee of the Successor Agent in respect of the Credit Agreement and the other Loan Documents (including, without limitation, any insurance certificate and/or endorsement, landlord waiver or collateral access agreement, Control Agreement or other contractual right of the Retiring Agent for the benefit of the Lenders and the other Secured Parties) solely for purposes of perfecting the lien, security interest or other encumbrance on the Collateral (including if the Retiring Agent has any Collateral in its possession or control, then, the Retiring Agent will possess or control such Collateral as gratuitous, non-fiduciary bailee for perfection for the benefit of the Successor Agent as secured party, so as to satisfy the requirements of Sections 8-106(d)(3), 8-301(a)(2), and 9-313(c) of the UCC (or any comparable or similar provisions under the applicable laws of jurisdiction outside the United States) until such time as such possession or control has been transferred to the Successor Agent). The Retiring Agent will have no obligation to any Lender, the Successor Agent or any other Secured Party to ensure that any Collateral is genuine, owned by any of the Credit Parties, or perfected as of the Effective Date, or to preserve rights or benefits of any person except as expressly set forth in this Section 6(d). In this Section 6(d), "control" has the meaning given that term in Sections 8-106 and 9-314 of the Uniform Commercial Code as in effect of the State of New York (or, if different, any comparable or similar provisions under the applicable laws of another jurisdiction, including any applicable jurisdiction outside the United States). The duties or responsibilities of the Retiring Agent under this Section 6(d) will be limited solely to being named as the secured party (of record or otherwise) and additional insured/loss payee, possessing or controlling the applicable Collateral, in each case, as gratuitous, non-fiduciary bailee for perfection in accordance with this Section 6(d). Without limiting Section 1(f), the Successor Agent hereby waives and releases the Retiring Agent from all claims and liabilities arising out of the Retiring Agent's role under this Section 6(d) as gratuitous, non-fiduciary bailee with respect to any Collateral. The Retiring Agent makes no representation or warranty as to whether the provision of this Section 6(d) are sufficient to perfect the security interest in any Collateral in which the Retiring Agent has such possession or control. Upon the completion of all Actions, the gratuitous, non-fiduciary bailee relationship pertaining to the Collateral shall immediately terminate without any further action by any party hereto (it being understood that counsel for the Retiring Agent under the Credit Agreement shall notify each of the persons set forth on Schedule 2 hereto in writing (which may be by email) when the Retiring Agent believes the bailment has terminated). For the avoidance of doubt, in its capacity as gratuitous, non-fiduciary bailee of the Successor Agent as described in this Section 6(d), the Retiring Agent (1) will act at the written direction of (and solely at the written direction of) the Successor Agent (unless such action or omission is, in the opinion of the Retiring Agent or its counsel, contrary to any Loan Document or any applicable law) and (2) shall benefit from all of the provisions of the Credit Agreement and the other Loan Documents and applicable privileges applicable to sub-agents of the Successor Agent with respect to any actions taken or omitted to be taken in its capacity as bailee.

(e) No Default or Event of Default shall be asserted against the Borrower due to any

failure to create a lien, any lapse or a perfected lien or any imperfection of a Collateral Document resulting from any changes made or required to be made to the Collateral Documents as a result of the resignation of the Retiring Agent and appointment of the Successor Agent, unless the sole reason for the failure, lapse or other imperfection is the Borrower's or any Credit Party's failure to execute and deliver any reasonable amendment or other acknowledgment requested in writing pursuant to Section 6(c) hereof. In addition, no Default or Event of Default shall be asserted against Borrower as a result of a failure to timely cause Successor Agent to be named as an additional insured or loss payee on applicable insurance policies and/or to deliver endorsements with respect thereto.

7. Fees and Expenses. Subject to Section 6(c), the Retiring Agent and the Successor Agent will perform all work needed, and the Successor Agent shall be responsible for reasonable and documented out-of-pocket costs and expenses incurred by the Retiring Agent, the Successor Agent and the Borrower, in connection with the execution and delivery of this Agreement and the effectuation of the assignments contemplated hereby. In furtherance of the foregoing, the Successor Agent agrees to pay or reimburse each of the Retiring Agent and the Borrower within thirty (30) days after written demand therefor for all such reasonable and documented out-of-pocket costs and expenses (including reasonable fees and disbursements of external counsel).

8. Ratification. Except as specifically modified by this Agreement, the Borrower (for itself and on behalf of the other Credit Parties), the undersigned Lenders and the Successor Agent hereby ratify the Credit Agreement and each other Loan Document, as well as the Liens created thereunder, and agree that they are and shall continue to apply with full force and effect in accordance with their respective terms. The Retiring Agent, the Successor Agent and the undersigned Lenders expressly reserve all of their rights and remedies under the Credit Agreement, the other Loan Documents, and any applicable law, including, without limitation, their rights and remedies arising as a result of any Defaults or Events of Default that have occurred or may occur subsequent to the execution and delivery of this Agreement, all rights and remedies against the Collateral and all rights and remedies with respect to all Secured Obligations (as defined in the Guaranty and Security Agreement).

9. Indemnity.

(a) The Borrower agrees that the indemnity provisions of the Credit Agreement shall continue to apply for the benefit of the Retiring Agent and its Related Persons in accordance with the terms of the Credit Agreement and any other Loan Document (including in connection with this Agreement) and that from and after the Effective Date, such provisions shall apply to the Successor Agent (including in connection with this Agreement).

(b) The parties hereto expressly acknowledge and agree that the Successor Agent shall have no responsibility or liability in connection with (i) any actions or omissions taken or not taken by the Retiring Agent and (ii) any actions required or contemplated to be taken prior to the Effective Date.

10. Entire Agreement. (a) This Agreement, the Credit Agreement and the other Loan Documents state the entire agreement and supersede all prior agreements and understandings, written or verbal, between the parties hereto with respect to the subject matter hereof; (b) except as expressly amended or modified hereby, the Credit Agreement and the other Loan Documents shall remain in full force and effect; and (c) in the event of any conflict or inconsistency between the terms of this Agreement and the Credit Agreement or any other Loan Document, the terms of this Agreement shall govern and control. This Agreement may not be amended except in writing signed by a duly authorized representative of each of the parties hereto.

11. Waiver; Amendments. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy

preclude any further exercise thereof or of any other right, power or remedy.

12. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

13. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR RELATED HERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY).

14. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including by “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart hereof.

16. Loan Documents. The parties hereto hereby agree that this Agreement shall constitute a Loan Document.

17. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

18. Successors and Assigns; Lenders Bound. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, the other Lenders and their respective successors and permitted assigns. Without limiting the foregoing, each reference in this Agreement to the undersigned Lenders (including as parties hereto) shall be deemed to be a reference to such Lenders individually and on behalf of all Lenders.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first written above.

GENERAL ELECTRIC COMPANY, successor by merger  
to General Electric Capital Corporation, as Retiring Agent

By:

Name:

Title: Duly Authorized Signatory

ARES CAPITAL CORPORATION, as Successor Agent  
and as a Lender

By:

Name:


Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first written above.

GENERAL ELECTRIC COMPANY, successor by merger  
to General Electric Capital Corporation, as Retiring Agent

By: \_\_\_\_\_  
Name:  
Title:

ARES CAPITAL CORPORATION, as Successor Agent  
and as a Lender

By:   
Name: Ian Fitzgerald  
Title: Authorized Signatory

ENGINEERED CONTROLS INTERNATIONAL, LLC,  
as Borrower

By:   
Name: BRAD HUES  
Title: CFO

*[Signature Page to Agency Resignation and Appointment Agreement]*

Schedule 1

WIRE INSTRUCTIONS

Wires to Successor Agent:

U.S. Bank, N.A.  
Minneapolis, MN  
ABA# 091-000-022  
DDA# 1731-0332-1738  
Account Name: Ares Capital Corp  
FFC: ARCC 786127-740 / ECI

Wires to Retiring Agent:

|                 |                                |
|-----------------|--------------------------------|
| Account Name:   | GE Capital Asset Servicing LLC |
| Account Number: | 50279791                       |
| ABA Number:     | 021001033                      |
| Bank Name:      | Deutsche Bank                  |
|                 | 60 Wall Street                 |
|                 | New York, NY 10005             |



Schedule 2

NOTIFICATIONS

Kelly Lazaroff (klazaroff@sidley.com)  
Ram Burshtine (rburshtine@sidley.com)  
Funmi Olojo (folojo@sidley.com)  
Jill Carabelli (jill.carabelli@ge.com)  
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Karen Austin (karen.austin@ge.com)  
Ryan Doherty (ryan.doherty@ge.com)  
Thomas Griffin (tgriffin@aresmgmt.com)  
Ian Fitzgerald (ifitzgerald@aresmgmt.com)

Exhibit A

Agency Transfer Checklist

Document Checklist

Transfer of Administrative Agency Role Regarding Credit Facility

to

**ENGINEERED CONTROLS INTERNATIONAL, LLC,**  
a Delaware limited liability company  
(the **“Borrower”**)

from

the financial institutions party thereto as Lenders

with

**GENERAL ELECTRIC COMPANY**

(as successor in interest by merger to General Electric Capital Corporation) (individually, **“GECC”**),  
as the outgoing Administrative Agent (in such capacity, **“Retiring Agent”**)

and

**ARES CAPITAL CORPORATION** (individually, **“Ares”**)  
as the new Administrative Agent  
(in such capacity, **“Successor Agent”**) for each Secured Party thereunder

September 1, 2017

\* \* \*

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**ADMINISTRATIVE AGENCY TRANSFER DOCUMENTS**

|    |  |
|----|--|
| 1. | Agency Transfer Agreement  |
| 2. | Assignment of existing UCC financing statements, as set forth on <u>Exhibit A</u> hereto   |
| 3. | Notice to/consent of depository banks and similar institutions with respect to, and assumption by Successor Agent under, existing deposit account and securities control agreements set forth on <u>Exhibit B</u> hereto |
| 4. | Assignments of Intellectual Property Security Agreements set forth on <u>Exhibit C</u> hereto  |
| 5. | Assignment of Mortgages set forth on <u>Exhibit D</u> hereto   |
| 6. | Insurance certificates naming Successor Agent as Additional Insured/Loss Payee, as applicable  |
| 7. | Notice under Subordination Agreements/Intercreditor Agreements   |
| 8. | Pledged Collateral   |

## EXHIBIT A

FINANCING STATEMENTS

| ENTITY                                 | JURISDICTION           | ORIGINAL FILE DATE<br>AND NUMBER | ASSIGNMENT FILED |
|--|------------------------|----------------------------------|------------------|
| Engineered Controls International, LLC | Delaware               | 20134755980                      |                  |
| ECI-IGT Holdings, LLC                  | Delaware               | 20134755923                      |                  |
| ECII (Mexico), LLC                     | Delaware               | 20134755857                      |                  |
| ECI Holding Company, LLC               | Delaware               | 20134652963                      |                  |
| Superior Holding, LLC                  | Ohio                   | OH00173681171                    |                  |
| Superior Products, LLC                 | Ohio                   | OH00173681060                    |                  |
| Macro Technologies, LLC                | Ohio                   | OH00173675653                    |                  |
| Superior Products, LLC                 | Ohio (Cuyahoga County) | 201704209011                     |                  |

EXHIBIT B

**CONTROL AGREEMENTS**

| AGREEMENT  |  |
|--|--|
| Amended and Restated Deposit Account Control Agreement (Access Restricted after Notice) dated June 15, 2016 by and among Engineered Controls International, LLC, General Electric Capital Corporation and Wells Fargo Bank, National Association |  |
| Blocked Account Agreement (with Activation) dated March 21, 2014 by and among Branch Banking & Trust Co., Superior Products, LLC, Macro Technologies, LLC and General Electric Capital Corporation   |  |
|  |  |
|  |  |

EXHIBIT C

**INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

| SECURITY AGREEMENT |   |
|--------------------|---|
| 1.                 | Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 3, 2013 at Reel 5166, Frame 0390 |
| 2.                 | Patent Security Agreement recorded with the United States Patent and Trademark Office on December 3, 2013 at Reel 031755, Frame 0199  |
| 3.                 | Copyright Security Agreement received by the United States Copyright Office on December 19, 2013                                      |
| 4.                 | Trademark Security Agreement recorded with the United States Patent and Trademark Office on February 4, 2014 at Reel 5208, Frame 0147 |
| 5.                 | Trademark Security Agreement recorded with the United States Patent and Trademark Office on February 4, 2014 at Reel 5208, Frame 0133 |
| 6.                 | Patent Security Agreement recorded with the United States Patent and Trademark Office on February 4, 2014 at Reel 032160, Frame 0026  |
| 7.                 | Patent Security Agreement recorded with the United States Patent and Trademark Office on February 4, 2014 at Reel 032160, Frame 0033  |
| 8.                 | Trademark Security Agreement recorded with the United States Patent and Trademark Office on February 8, 2017 at Reel 5984, Frame 0402 |
| 9.                 | Patent Security Agreement recorded with the United States Patent and Trademark Office on February 8, 2017 at Reel 041199, Frame 0855  |
|                    |   |

EXHIBIT D

MORTGAGES

| MORTGAGE  | ASSIGNMENT FILED |
|---|------------------|
| Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Equity Line Security Instrument) dated as of January 31, 2014 by Engineered Controls International, LLC to Fidelity National Title Company, LLC, as trustee, for the benefit of General Electric Capital Corporation (Elon, NC)     |                  |
| Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Equity Line Security Instrument) dated as of January 31, 2014 by Engineered Controls International, LLC to Fidelity National Title Company, LLC, as trustee, for the benefit of General Electric Capital Corporation (Conover, NC)  |                  |
| Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Equity Line Security Instrument) dated as of January 31, 2014 by Engineered Controls International, LLC to Fidelity National Title Company, LLC, as trustee, for the benefit of General Electric Capital Corporation (Whitsett, NC) |                  |
| Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 13, 2017 by Superior Products, LLC to General Electric Capital Corporation (Cuyahoga County, OH)   |                  |

PATENT

REEL: 050979 FRAME: 0246

RECORDED: 11/11/2019