505793486 11/26/2019

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5840314

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
EFCO, INC.	11/26/2019

#### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	1300 E. NINTH ST, 13TH FLOOR		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	5666838

#### **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 J. BROUGHER, PARALEGAL

Address Line 1: C/O GOLDBERG KOHN LTD. Address Line 2: 55 EAST MONROE, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.162	
NAME OF SUBMITTER:	NANCY BROUGHER	
SIGNATURE:	/njb/	
DATE SIGNED:	11/26/2019	

### **Total Attachments: 5**

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**PATENT** REEL: 051121 FRAME: 0039 505793486

#### PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of November 26, 2019 by the entity listed on the signature pages hereof (the "Grantor") in favor of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (the "Administrative Agent") for the certain banks and other financial institutions (the "Lenders") time to time parties to the Credit Agreement described below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (defined below).

#### WITNESSETH

WHEREAS, pursuant to that certain Joinder to Seventh Amended and Restated Credit Agreement dated as of the date hereof by and among the Grantor, certain Affiliates of the Grantors, Administrative Agent and the Lenders, which amends that certain Seventh Amended and Restated Credit Agreement, dated as of April 17, 2017 by and among the Grantor, certain Affiliates of the Grantors, Administrative Agent and the Lenders (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, as amended, Grantor entered into that certain Joinder to Third Amended and Restated Security Agreement dated as of the date hereof, which amends that certain Third Amended and Restated Security Agreement dated as of March 23, 2012 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent a continuing security interest in, among other Collateral, certain Patents of the Grantors and have agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities;

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

- 1. <u>Incorporation of Security Agreement; Credit Agreement Definitions</u>. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- 2. <u>Grant of Security Interest</u>. Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security

PATENT REEL: 051121 FRAME: 0040 interest in all of its right, title and interest in, to and under the Patents listed on <u>Schedule A</u> hereto (collectively, the "<u>Patent Collateral</u>") to secure the prompt and complete payment and performance of the Secured Obligations.

- 3. <u>Termination</u>. Upon the termination of the Security Agreement or the termination or release of the Administrative Agent's security interest in any of the Patent Collateral, the Administrative Agent shall, upon the request of Grantor and at Grantor's cost and expense, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the pledge, assignment and grant of a security interest in all affected Patent Collateral made pursuant to this Agreement.
- 4. <u>Cumulative Remedies</u>. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.
- 5. <u>Binding Effect</u>. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.
- 6. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio.
- 7. <u>Counterparts</u>. This 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. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

-2-

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

### GRANTOR:

EFCO, INC. d/b/a ERIE PRESS SYSTEMS, a

Pennsylyania corporation

Name: Robert D. Vilsack

Title: Secretary

## AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as

Administrative Agent

Name:

Title: <u>Achkoci zed Of</u>

# SCHEDULE A

## **PATENTS**

PATENT	PATENT OR APPLICATION NUMBER	FILE DATE	OWNER
Forging press for use with	5666838	09/16/97	EFCO, Incorporated
Forging press for use with automated multi-station transport			
system			

# PATENT APPLICATIONS

None.

PATENT REEL: 051121 FRAME: 0044

**RECORDED: 11/26/2019**