

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5891889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CLIMAX PORTABLE MACHINE TOOLS, INC.	12/19/2019
H & S TOOL HOLDINGS, LLC	12/19/2019
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	227 WEST MONROE STREET, SUITE 5400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9976928
Application Number:	15850727
Application Number:	16224618
Application Number:	62835995
Application Number:	62874424
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<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:	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:	4975.339
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	01/02/2020

Total Attachments: 5

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SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT SECURITY AGREEMENT, dated as of December 19, 2019, by the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 1, 2015 by and among Climax Portable Machine Tools, Inc., an Oregon corporation ("Climax"), CPMT Intermediate Holdings Corp., a Delaware corporation ("Intermediate"), H & S Tool Holdings, LLC, a Delaware limited liability company, and Climax PMWS LLC, an Oregon limited liability company ("PMWS"), together with Climax, Intermediate and the Company, collectively, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Credit Agreement"), as amended and restated by that certain Amended and Restated Credit Agreement dated as of the date hereof, by and among Borrowers, Agent and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders agreed to provide credit facilities for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the credit facilities available as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of October 1, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Collateral Agreement"), as amended and restated by that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Original Collateral Agreement, each Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Patent Security Agreement dated as of October 1, 2015 (as amended, supplemented or otherwise modified from time to time, the "Patent Security Agreement");

WHEREAS, each Grantor and Agent desire to supplement the Patent Security Agreement on the term set forth herein;

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, each 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest, subject only to Permitted Liens (as defined in the Credit Agreement), in all of such Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"; provided, that, the Patent Collateral shall exclude any Excluded Property):

(a) all of its registered Patents set forth on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent.

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

4. GOVERNING LAW. This Patent Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[signature page follows]

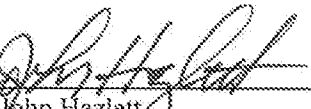
IN WITNESS WHEREOF, each Grantor has caused this Supplement to Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CLIMAX PORTABLE MACHINE TOOLS, INC., an Oregon corporation

By: 
Name: John Hazlett
Title: Vice President

H & S TOOL HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: John Hazlett
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 

Name: Patrick Koehl

Title: Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS

Grantor	Patent Title	Patent Number	Patent Application Number	Date Patent Issued	Filing Date
Climax Portable Machine Tools, Inc.	Test flange assemblies and related methods	9,976,928	15/260850	05/22/18	09/09/16
Climax Portable Machine Tools, Inc.	Pressure testing systems with safety interlock	n/a	15/850727	n/a	12/21/17
Climax Portable Machine Tools, Inc.	Adjustable feed mechanisms, machining assemblies including the same, and associated methods	n/a	16/224618	n/a	12/18/18
Climax Portable Machine Tools, Inc.	New ODF gantry mill concept	n/a	62/835995	n/a	04/18/2019
Climax Portable Machine Tools, Inc.	Portable Lathes	n/a	62/874,424	n/a	07/15/2019