

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5988091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION	02/28/2020
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT
Street Address:	666 FIFTH AVENUE
Internal Address:	18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9050671
Patent Number:	7805839
Patent Number:	8256118
CORRESPONDENCE DATA	
Fax Number:	
<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:	3128637141
Email:	kristen.lange@goldbergkohn.com
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 E. MONROE STREET, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6483.122
NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	02/28/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 28, 2020 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Golub Capital LLC, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of February 28, 2020 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Whitcraft LLC, a Delaware limited liability company (the "Whitcraft"), Berkshire Manufactured Products, Inc., a Delaware corporation ("Berkshire"), Whitcraft Scarborough/Tempe, LLC, a Delaware limited liability company ("Whitcraft Scarborough/Tempe"), UCA HOLDINGS, INC., a Delaware corporation ("UCA Holdings"); and, together with Whitcraft, Berkshire and Whitcraft Scarborough/Tempe, collectively, the "Borrowers" and each, individually, a "Borrower"), Whitcraft Holdings, Inc., a Delaware corporation ("Holdings"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Second Amended and Restated Guaranty and Security Agreement, dated as of February 28, 2020, in favor of Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby collaterally assigns to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Patents set forth on Schedule 1 hereto

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement. In the event of a conflict between the provisions of this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.


Section 4. Termination. This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the Termination Date. Upon the termination of this Patent Security Agreement, Agent shall execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 5. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

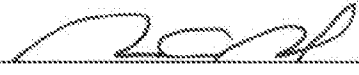
TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION,
as Grantor

By: 
Name: Joseph Maisto
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Agent

By: 
Name: _____
Title: _____
 Marc C. Robinson
 Managing Director

[Signature Page to Patent Security Agreement]

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

1. REGISTERED PATENTS

<u>Patents</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Country</u>	<u>Assignee</u>
Electrode Holder for EDM Coupled to a Milling Machine	13/247,200 - now patent no. 9,050,671 issued on June-9-2015	Sept-28-2011	United States	Tect- Corp.
Method of Manufacturing a Turbine Fan Blade	7,805,839	Oct-05-2010	United States	Tect- Corp.
Method of Manufacturing a Turbine Fan Blade	8,256,118	Sept-4-2012	United States	Tect- Corp.

Country name	Type name	Patent / Design number	Proprietor	Client's reference
U.S.A.	Large Entity Patent	7805839	TURBINE ENGINE COMPONENTS TECHS COR	METHOD OF MANUFACTURING A TURBINE
U.S.A.	Large Entity Patent	8256118	TURBINE ENGINE COMPONENTS TECH CORP	METHOD OF MANUFACTURING A TURBINE FAN BLADE