# 505987477 03/27/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6034186

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
EXTRUDE HONE LLC	03/26/2020

## **RECEIVING PARTY DATA**

Name:	CIBC BANK USA
Street Address:	120 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

# **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	09931204
Application Number:	10488527
Application Number:	10988176

### **CORRESPONDENCE DATA**

**Fax Number:** (312)460-7000

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.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3124-60-5000

Email: slott@seyfarth.com

Correspondent Name: STEPHEN D. LOTT

Address Line 1: 233 S. WACKER DRIVE

Address Line 2: SUITE 8000

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	058550-000035
NAME OF SUBMITTER:	STEPHEN D. LOTT
SIGNATURE:	/Stephen D. Lott/
DATE SIGNED:	03/27/2020

### **Total Attachments: 9**

source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page1.tif source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page2.tif source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page3.tif

PATENT 505987477 REEL: 052240 FRAME: 0647

source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page4.tif source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page5.tif source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page6.tif source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page7.tif source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page8.tif source=06. Tricon - Patent and Trademark Security Agreement (Extrude Hone) - Signed(62822512v1)#page9.tif

# PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 26, 2020, by EXTRUDE HONE LLC, a Delaware limited liability company (the "Company"; and together with any other Person that becomes a Grantor as provided herein, the "Grantors" and each, a "Grantor"), in favor of CIBC BANK USA, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent").

# **RECITALS**

- A. Each Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrowers.
- B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.
- C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.
- D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith;

- all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <a href="Schedule 1">Schedule 1</a> annexed hereto, any trademark registration issued pursuant to a trademark application referred to in <a href="Schedule 1">Schedule 1</a> and any trademark licensed under any trademark license listed on <a href="Schedule 1">Schedule 1</a> annexed hereto (items 1 through 3 being herein collectively referred to as the "<a href="Trademark Collateral">Trademark Collateral</a>");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 2</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in <u>Schedule 2</u> annexed hereto, any patent issued pursuant to a patent application referred to in <u>Schedule 2</u> and any patent licensed under any patent license listed on <u>Schedule 2</u> annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

This Agreement shall be a contract made under and governed by the internal 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.

This 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 of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall be deemed to be originals.

[signature page follows]

62797875v.3

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

	EXTRUDE HONE LLC  By:
	Aaron J. VanGetson Vice President and Assistant Secretary
	A We a resident and systisting poetertals
Acknowledged:	
CIBC BANK USA, as Administrative Agent	
By: Olga Krasner Managing Director	

[Signature Page to Patent and Trademark Security Agreement]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

	EXTRUDE HONE LLC
	By:
Acknowledged:	
CIBC BANK USA, as Administrative Agent	
By:_0. Krasner	
Olga Krasner Managing Director	

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE 1 to

# PATENT AND TRADEMARK SECURITY AGREEMENT

	_			-			N.
		COUNTRY			APPLICATION	REGISTRATION	REGISTRATION C
MARK	FILE NUMBER	NAME	STATUS	DATE FILED	NUMBER	DATE	NUMBER A
EXTRUDE HONE	ETM-719AU1	Australia	Registered	Nov 11, 2005	1085150	Nov 11, 2005	1085150 <b>– 5</b>
EXTRUDEHONE	ETM-719BR1	Brazil	Registered	Aug 25, 2004	826623301	Oct 16, 2007	826623301 <b>G</b>
EXTRUDEHONE	ETM-719BR2	Brazil	Registered	Aug 25, 2004	826623298	Oct 16, 2007	826623298
EXTRUDEHONE	ETM-719BR3	Brazil	Registered	Aug 25, 2004	826623280	Oct 16, 2007	826623280 <b>L</b>
EXTRUDEHONE	ETM-719BR4	Brazil	Registered	Aug 25, 2004	826623271	Oct 16, 2007	826623271
EXTRUDEHONE	ETM-719BR5	Brazil	Registered	Aug 25, 2004	826623263	Oct 16, 2007	826623263
EXTRUDEHONE	ETM-719BR6	Brazil	Registered	Aug 25, 2004	826623255	Jan 8, 2008	826623255
EXTRUDEHONE	ETM-719BR7	Brazil	Registered	Aug 25, 2004	826623247	Oct 16, 2007	826623247
EXTRUDEHONE	ETM-719BR8	Brazil	Registered	Aug 25, 2004	826623239	Oct 16, 2007	826623239
EXTRUDEHONE	ETM-719BR9	Brazil	Registered	Aug 25, 2004	826623220	Oct 16, 2007	826623220
EXTRUDE HONE	ETM-719CA1	Canada	Registered	Dec 7, 2005	1282964	May 14, 2009	TMA740240
		China	Registered	Mar 26, 2003	3501276	Jan 14, 2005	3501276
EXTRUDEHONE	ETM-719CN1						
		China	Registered	Mar 26, 2003	3501288	Feb 14, 2005	3501288
EXTRUDEHONE	ETM-719CN2						
		China	Registered	Mar 26, 2003	3501287	Feb 14, 2008	3501287
EXTRUDEHONE	ETM-719CN3						
		China	Registered	Mar 26, 2003	3501286	Aug 21, 2004	3501286
EXTRUDEHONE	ETM-719CN4						
		China	Registered	Mar 26, 2003	3501285	Dec 28, 2004	3501285
EXTRUDEHONE	ETM-719CN5						
		China	Registered	Mar 26, 2003	3501284	Apr 21, 2005	3501284
EXTRUDEHONE	ETM-719CN6						

MICROFLOW	MICROFLOW		MICROFLOW	MICROFLOW	MICROFLOW	EH (Arrow)	ADDITIVE	EXTRUDE HONE		EXTRUDE HONE			EXTRUDEHONE	EXTRUDEHONE		EXTRUDEHONE		EXTRUDEHONE		EXTRUDEHONE									
ETM-723JP2	ETM-723EM2		ETM-723EM1		ETM-723CN3		ETM-723CN2		ETM-723CN1		ETM-723BR3	ETM-723BR2	ETM-723BR1	ETM-720JP1	49122.40.9003			ETM-719US1			ETM-719JP1	ETM-719EM1		ETM-719CN9		ETM-719CN8		ETM-719CN7	
Japan	Union	European	Union	European		China		China		China	Brazil	Brazil	Brazil	Japan	America	States of	United	America	States of	United	Japan	Union	European		China		China		China
Registered		Registered	•	Registered		Registered		Registered		Registered	Registered	Registered	Registered	Registered			Pending			Registered	Registered		Registered		Registered		Registered	ı	Registered
Sep 4, 2003		Oct 14, 2003		Sep 17, 2001		Jun 24, 2003		Jun 24, 2003		Jun 24, 2003	Aug 25, 2004	Aug 25, 2004	Aug 25, 2004	Sep 28, 1976						Jun 1, 1983	May 12, 1983		Nov 22, 2001		Mar 26, 2003		Mar 26, 2003		Mar 26, 2003
2003076608		3407954		2390342		3605707		3605708		3605709	826623336	826623344	826623352	660781976						73428408	7192051995		2474096		3501249		3501282		3501283
Nov 19, 2004		Jul 1, 2005		Aug 12, 2003		Mar 21, 2005		Jun 28, 2005		Jun 14, 2005	Oct 16, 2007	Oct 16, 2007	Oct 16, 2007	Jun 29, 1982						Feb 26, 1985	Jul 29, 1985		Jul 7, 2003		Feb 14, 2005		Oct 14, 2004		Mar 14, 2005
4819466		3407954		2390342		3605707		3605708		3605709	826623336	826623344	826623352	1523756						1321776	1788810		2474096 <b>P</b>	ΑТ	3501249 <b>🛅</b>	<b>I</b> T	3501282		3501283

						Union	ETM-734EM1	DYNATEST
	003670312	Dec 2, 2005   003670312	003670312	Feb 26, 2004	Registered	European		
	4695026	Jul 25, 2003	2002044657	May 30, 2002	Registered	Japan	ETM-730JP1	DYNASTREAM
						Union	ETM-730EM1	DYNASTREAM
	002506541	Dec 2, 2005	002506541	Dec 17, 2001	Registered	European		
							ETM-730CN3	DYNASTREAM
	3605704	Mar 14, 2005	3605704	Jun 24, 2003	Registered	China		
							ETM-730CN2	DYNASTREAM
	3605705	Jun 28, 2005	3605705	Jun 24, 2003	Registered	China		
_							ETM-730CN1	DYNASTREAM
EE	3605706	Jun 14, 2005	3605706	Jun 24, 2003	Registered	China		
	826623360	Oct 16, 2007	826623360	Aug 25, 2004	Registered	Brazil	ETM-730BR3	DYNASTREAM
	826623379	Oct 16, 2007	826623379	Aug 25, 2004	Registered	Brazil	ETM-730BR2	DYNASTREAM
	826623387	Oct 16, 2007	826623387	Aug 25, 2004	Registered	Brazil	ETM-730BR1	DYNASTREAM
ΑT						America	ETM-727US1	ThermoBurr
						States of		
	1643013	Apr 30, 1991	74058260	May 14, 1990	Registered	United		
ME:						America	ETM-723US1	MICROFLOW
	2632882	Oct 8, 2002 2632882	76161646	Nov 8, 2000	Registered	United States of		

SCHEDULE 2 to PATENT AND TRADEMARK SECURITY AGREEMENT

ABRASIVE FLOW MACHINING APPARATUS AND METHOD	21-Sep-01	20047004030	South Korea / Republic of Korea
ABRASIVE FLOW MACHINING APPARATUS AND METHOD	21-Sep-01	2003537870	Japan
ABRASIVE FLOW MACHINING APPARATUS AND METHOD	21-Sep-01	1975764	Germany
ABRASIVE FLOW MACHINING APPARATUS AND METHOD	21-Sep-01	01823810.6	China
HIGH PRECISION ABRASIVE FLOW MACHINING APPARATUS AND METHOD	16-Aug-01	09/931,204	United States Of America
HIGH PRECISION ABRASIVE FLOW MACHINING APPARATUS AND METHOD	6-Sep-01	2001269790	Japan
HIGH PRECISION ABRASIVE FLOW MACHINING APPARATUS AND METHOD	5-Sep-01	1650099.3	Germany
HIGH PRECISION ABRASIVE FLOW MACHINING APPARATUS AND METHOD	5-Sep-01	1650099.3	France
HIGH PRECISION ABRASIVE FLOW MACHINING APPARATUS AND METHOD	6-Sep-01	1132670	China
ABRASIVE MACHINING MEDIA CONTAINING THERMOPLASTIC POLYMER	1-Jul-05	11630661	United States Of America
Internal Title	Filing Date	Application No.	Country

**RECORDED: 03/27/2020** 

United States of America	Japan	Germany	China 20	United States Of America	United States Of America
12185949	2006527153	4784816.3	200480018332.70	10988176	10488527
5-Aug-08	23-Sep-04	23-Sep-04	23-Sep-04	12-Nov-04	21-Sep-01
GAS REGULATOR FOR THERMAL ENERGY MACHINING	METHOD AND APPARATUS FOR MEASURING FLOW RATE THROUGH AND POLISHING A WORKPIECE ORIFICE	METHOD AND APPARATUS FOR MEASURING FLOW RATE THROUGH AND POLISHING A WORKPIECE ORIFICE	METHOD AND APPARATUS FOR MEASURING FLOW RATE THROUGH AND POLISHING A WORKPIECE ORIFICE	METHOD AND APPARATUS FOR MEASURING FLOW RATE THROUGH AND POLISHING A WORKPIECE ORIFICE	ABRASIVE FLOW MACHINING APPARATUS AND METHOD