

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6034196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LANDIS SOLUTIONS 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: 1	
Property Type	Number
Application Number:	12836174
CORRESPONDENCE DATA	
Fax Number:	(312)460-7000
<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:	312-460-5000
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: 8	
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 26, 2020, by LANDIS SOLUTIONS 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 "Credit Agreement") 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 Schedule 1 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 Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) 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 Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 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 Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 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.

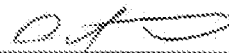
This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

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]

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.

LANDIS SOLUTIONS LLC

By: 
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

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LANDIS SOLUTIONS LLC

By: _____
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: O. Krasner
Olga Krasner
Managing Director

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY NAME	STATUS	DATE FILED	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
LANDIS (DESIGN)	Austria	Registered			Feb 12, 1964	13321
LANDIS (DESIGN)	Australia	Registered			Oct 1, 1967	A75594
LANDIS (DESIGN)	Brazil	Registered			Jan 16, 1967	003438422
LANDIS (DESIGN)	Canada	Registered		0130174	Jun 24, 1926	TMIDA040115
LANDIS (DESIGN)	Germany	Registered	Feb 27, 1929		Jun 13, 1929	404237
LANDIS (DESIGN)	Spain	Registered	Feb 19, 1924		Aug 28, 1924	53397
LANDIS (DESIGN)	United Kingdom	Registered	Oct 21, 1926		Oct 21, 1954	474078
LANDIS (DESIGN)	Hungary	Registered			Feb 12, 1954	116307
LANDIS (DESIGN)	South Africa	Registered	May 20, 1938		May 1, 1966	66738
LANCO	France	Registered			Aug 7, 1996	96637861
LANCO	United Kingdom	Registered	Aug 28, 1937		Aug 28, 1965	579565
LANDEX	France	Registered			Aug 7, 1996	96637859
LANDEX	United Kingdom	Registered			Aug 28, 1937	579566
LANDEX	Mexico	Registered	Feb 12, 2002	532027	Feb 28, 2003	781537

[Signature Page to Patent and Trademark Security Agreement]

LANDEX	United States of America	Registered	Jun 7, 1930	71302251	Oct 7, 1930	0276140
LANDIS	France	Registered	Jan 23, 2004		Jan 23, 1964	1258305
LANDIS	United Kingdom	Registered	Dec 2, 1966		Dec 2, 1966	454171
LANDIS	Italy	Registered	Mar 5, 2004	003070	Mar 26, 2014	1599975
LANDIS	Mexico	Registered	Feb 20, 2008	915246	Nov 19, 2008	1072795
LANDIS	United States of America	Registered	Aug 17, 1954	71671836	Nov 15, 1955	616155
LANDIS & Design	United States of America	Registered	Jun 29, 1923	71182593	Dec 25, 1923	177617
LANDIS (DIAMOND)	United States of America	Registered	Aug 17, 1954	71671837	Aug 9, 1955	610360
LANDMATIC	France	Registered			Aug 7, 1996	96637860
LANDMATIC	United Kingdom	Registered			Aug 28, 1937	579567
LANDMATIC	United States of America	Registered	Apr 22, 1926	71230553	Aug 24, 1926	217005
LANRAC	United States of America	Registered	Oct 12, 1939	71424480	Aug 20, 1940	380288
OSTER	Canada	Registered	Jul 24, 1928	0142755	Nov 1, 1928	TMIDA45154

OSTER	United States of America	Registered	Apr 29, 1988	73725412	Jan 3, 1989	1518622
OSTER	United States of America	Registered	Apr 15, 1908	71034113	Jul 21, 1908	70024
BESTOIL	United States of America	Registered	Jul 30, 2008	77534474	Apr 7, 2009	3601669
HYPERROL	Brazil	Registered	Sep 21, 2009	901971448	Aug 7, 2012	901971448
HYPERROL	Canada	Registered	Sep 24, 2009	1452975	Dec 23, 2010	785969
HYPERROL	European Union	Registered	Sep 18, 2009	8559809	May 10, 2010	8559809
HYPERROL	Mexico	Registered	Sep 24, 2009	1036021	Oct 15, 2009	1125943
HYPERROL	United States of America	Registered	Mar 24, 2009	77697929	Feb 9, 2010	3746153
LANDIS & Device (Design)	Malaysia	Registered			May 19, 1952	M21401

SCHEDULE 2
 10
 PATENT AND TRADEMARK SECURITY AGREEMENT

Country	Application No.	Filing Date	Internal Title
Canada	2512347	15-Jul-05	REMOVABLE TAP CHASERS AND TAP SYSTEMS INCLUDING THE SAME
China	2.0051E+11	1-Aug-05	REMOVABLE TAP CHASERS AND TAP SYSTEMS INCLUDING THE SAME
Canada	2777361	Oct 22, 1010	THREAD ROLLING DIE AND METHOD OF MAKING THE SAME
China	201080050402.20	22-Oct-10	THREAD ROLLING DIE
European Procedure (Patents)	107743627	22-Oct-10	THREAD ROLLING DIE AND METHOD OF MAKING THE SAME
Mexico	MXa2012004858	22-Oct-10	THREAD ROLLING DIE AND METHOD OF MAKING THE SAME
United States Of America	12616300	11-Nov-09	THREAD ROLLING DIE AND METHOD OF MAKING THE SAME
Canada	2744583	27-Jun-11	APPARATUSES AND METHODS FOR ROLLING ANGLED THREADS
Mexico	MXa2011007269	6-Jul-11	APPARATUSES AND METHODS FOR ROLLING ANGLED THREADS
United States Of America	12836174	14-Jul-10	APPARATUSES AND METHODS FOR ROLLING ANGLED THREADS