### 506170766 07/24/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6217503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
MOELLER MFG. COMPANY, LLC	06/20/2020

#### **RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION	
Street Address:	500 FIRST AVENUE	
Internal Address:	COMMERCIAL LOAN SERVICE CENTER	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	

#### **PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	13080008
Application Number:	09607258
Application Number:	08773056
Application Number:	08335638
Application Number:	07826005
Application Number:	08005012
Application Number:	07660645
Application Number:	14505600

#### **CORRESPONDENCE DATA**

**Fax Number:** (215)832-5619

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:** 2155695619

**Email:** pecsenye@blankrome.com **Correspondent Name:** TIMOTHY D. PECSENYE

Address Line 1: BLANK ROME LLP, ONE LOGAN SQUARE

Address Line 2: 8TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-16026
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE

SIGNATURE:	/Timothy D. Pecsenye/		
DATE SIGNED:	07/24/2020		
Total Attachments: 6			
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**Execution Version** 

GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, MOELLER MFG. COMPANY, LLC, a Michigan limited

liability company with principal offices at 30100 Beck Road, Wixom, MI 48393 (the "Grantor"),

hereby grants to PNC Bank, National Association, as Collateral Agent, with principal offices at

225 Fifth Avenue, Locator P3-P3PP-05-2, Pittsburgh, Pennsylvania 10022 (the "Grantee"), a

continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the

United States patents (the "Patents") set forth on Schedule I attached hereto, in each case

together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to

below) and products of the Patents, and (iii) all causes of action arising prior to or after the date

hereof for infringement of any of the Patents or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be

deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement) (it

being understood that as of the date hereof, none of the Patents set forth on Schedule I constitute

Excluded Collateral).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

dated as of July 20, 2020 (this "Agreement") is made to secure the payment of all the Secured

Obligations of the Grantor, as such term is defined in the Export-Import Security Agreement

among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as

of July 20, 2020 (as amended, modified, restated, extended, refinanced, amended and restated

and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the

Termination Date (as defined in the Security Agreement), the Grantee's security interests in the

Patents shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to

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the Grantor an instrument in writing evidencing the release of the security interest in the Patents acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 9.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE

Signature Page - Trademark Security Agreement

RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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Signature Page - Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

## MOELLER MFG. COMPANY, LLC, as Grantor

By: Name: Justin Smith

Title: Chief Financial Officer

MACH ACQUISITION, LLC, as Grantor

By: Name: Justin Smith

Title: Chief Financial Officer

**MACH INTERMEDIATE HOLDINGS, LLC**, as Grantor

Name: Justin Smith

By:

Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent and Grantee

Name: Jay Stein

Title: Senior Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

# SCHEDULE I

## **Patents**

Application Number	Registration Number	Jurisdiction	Description	Current Owner of Record
13/080,008	8,882,384	United States	Compact, highly-reusable, locking device	MOELLER MFG. COMPANY, LLC
09607258	6,247,884	United States	Self-locking threaded plug	MOELLER MFG. COMPANY, LLC
08773056	5,823,702	United States	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
08335638	5,586,790	United States	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
07826005	5,362,110	United States	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
08005012	5,350,201	United States	Separable connector external capture device	MOELLER MFG. COMPANY, LLC
07660645	5,083,819	United States	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
14/505,600		United States	Self-locking threaded plug	MOELLER MFG. COMPANY, LLC
AT19920915650T	AT156903	Austria	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
AU19920023340	AU199223340	Australia	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
CA19922104668	CA2104668	Canada	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
DE19926021608	DE69221608	Germany	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC
EP19920915650	EP0575563	Europe	Fluid coupling and fastener capture device	MOELLER MFG. COMPANY, LLC

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**RECORDED: 07/24/2020**