

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6230837

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	BBB INDUSTRIES, LLC	07/31/2020
RECEIVING PARTY DATA		
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	50 SOUTH SIXTH STREET	
Internal Address:	SUITE 1290	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55402	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9028686
	Patent Number:	9457300
CORRESPONDENCE DATA		
Fax Number:	(202)408-3141	
<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>		
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Correspondent Name:	CSC	
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Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	375556-5	
NAME OF SUBMITTER:	JEAN PATERSON	
SIGNATURE:	/jep/	
DATE SIGNED:	08/03/2020	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

(Patents and Patent Licenses)

PATENT SECURITY AGREEMENT, dated as of July 31, 2020, between BBB INDUSTRIES, LLC, a Delaware limited liability company, (the “**Grantor**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (this “**Patent Security Agreement**”).

WHEREAS, the Grantor owns, or in the case of Patent Licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, GC EOS Parent, Inc., a Delaware corporation (“**Holdings**”), GC EOS Buyer, Inc., a Delaware corporation (the “**Issuer**”), certain Subsidiaries party thereto from time to time, and Wilmington Trust, National Association, as Trustee and Collateral Agent, are parties to an indenture, dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”);

WHEREAS, pursuant to (i) a Notes Security Agreement, dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Issuer, Holdings, the other Grantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor secures the Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement:

The Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Patent constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each issued Patent and Patent application referred to in Schedule 1 hereto;
- (ii) rights to sue for past, present or future infringements of the foregoing;
- (iii) each Patent License constituting Recordable Intellectual Property to which the Grantor is a party; and
- (iv) all Proceeds of and revenues from any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent in the Collateral pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the (i) ABL/Term Loan Intercreditor Agreement, (ii) First Lien/Second Lien Intercreditor Agreement and (iii) Pari Passu Intercreditor Agreement. In the event of any conflict between the terms of the (i) ABL/Term Loan Intercreditor Agreement, (ii) First Lien/Second Lien Intercreditor Agreement or (iii) Pari Passu Intercreditor Agreement, as applicable, and this Patent Security Agreement, the terms of the (i) ABL/Term Loan Intercreditor Agreement, (ii) First Lien/Second Lien Intercreditor Agreement or (iii) Pari Passu Intercreditor Agreement, as applicable, shall govern and control.

Wilmington Trust, National Association is entering into this Patent Security Agreement solely in its capacity as Collateral Agent. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

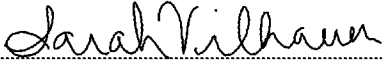
BBB INDUSTRIES, LLC

By: 
Name: Robert Rutledge
Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Sarah Vilhauer
Title: Banking Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**Schedule 1
to Patent Security Agreement**

PATENTS

Grantor	Title	Application No.	Date of Filing	Patent No.
BBB Industries, LLC	Internal Magnetic Filter for Hydraulic Systems	13558452	07/26/2012	9028686
BBB Industries, LLC	Internal Magnetic Filter for Hydraulic Systems	14688065	04/16/2015	9457300