

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6233841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SYSTEMS, LLC	06/29/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMIN. AGENT
<b>Street Address:</b>	500 FIRST AVENUE
<b>Internal Address:</b>	4TH FL (P7-PFSC-04-L)
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15299670
<b>Application Number:</b>	16022236
<b>Application Number:</b>	16228268
<b>Patent Number:</b>	8627529
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(888)829-5819
<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>	
<b>Phone:</b>	3122883549
<b>Email:</b>	susan.jacoby@wolterskluwer.com
<b>Correspondent Name:</b>	CT CORPORATION
<b>Address Line 1:</b>	208 S. LASALLE STREET
<b>Address Line 2:</b>	SUITE 814
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60604
<b>NAME OF SUBMITTER:</b>	MELANIE A. FAGAN
<b>SIGNATURE:</b>	/Melanie A. Fagan/
<b>DATE SIGNED:</b>	08/04/2020
<b>Total Attachments: 6</b>	
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Systems, LLC

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: PNC Bank, National Association, as Admin. Agent

Internal Address: \_\_\_\_\_

Street Address: 500 First Avenue, 4th Fl (P7-PFSC-04-L)

City: Pittsburgh

State: Pennsylvania

Country: USA Zip: 15219

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) June 29, 2020

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I attached hereto.

See Schedule I attached hereto.

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Melanie A. Fagan

Internal Address: c/o Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-3405

Docket Number: 4327086

Email Address: mfgan@chapman.com

**6. Total number of applications and patents involved: 4**

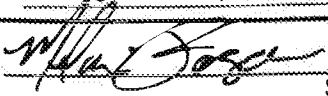
**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  , for Chapman and Cutler LLP August 4, 2020  
Signature Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## **Patent Security Agreement**

**THIS PATENT SECURITY AGREEMENT**, dated as of June 29, 2020 (this “Security Agreement”), is made by SYSTEMS, LLC, a Wisconsin limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, as borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent have entered into that certain Credit Agreement, dated as of June 29, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor and the other “Grantors” party thereto have entered into the Guaranty and Security Agreement, dated as of June 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the 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**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, collaterally assigns and collaterally transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral other than Excluded Property (the “Patent Collateral”):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3** **Guaranty and Security Agreement**. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4** **Representation and Warranty**. Schedule I correctly sets forth all active U.S. applied for and U.S. federally registered Patents owned by such Grantor in its own name as of the date hereof.

**Section 5** **Grantor Remains Liable**. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

**Section 6** **Counterparts**. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 7** **Governing Law**. This 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.

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.

SYSTEMS, LLC

By: Brendan Mulvan  
Name: Brendan Gilboy  
Title: Executive Vice President of Finance

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:

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.

SYSTEMS, LLC

By: \_\_\_\_\_

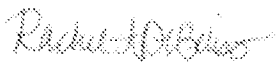
Name:

Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_

Name: Rachel A. DeBeliso

Title: Senior Vice President

**SCHEDULE I****Patents****REGISTERED PATENTS**

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
CentraAir (centralized air supply loading dock leveling sys)	US8627529	January 14, 2014

**PATENTS APPLICATIONS**

DESCRIPTION	APPLICATION NUMBER	REGISTRATION DATE
UniLock (Dock restraint w/dynamic offset hook assembly)	15/299670	October 21, 2016
Dock Restraint Hook and Control Systems	16/022236	June 28, 2018
Dock Restraint Hook and Control Systems	16/228268	December 20, 2018