

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6352234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
PACE INDUSTRIES, LLC	10/15/2020

RECEIVING PARTY DATA

Name:	ACF FINCO I LP
Street Address:	560 WHITE PLAINS ROAD
Internal Address:	SUITE 400
City:	TARRYTOWN
State/Country:	NEW YORK
Postal Code:	10591

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6779583
Patent Number:	6776212
Patent Number:	7363957
Patent Number:	6772821
Patent Number:	7299855
Patent Number:	7516774
Patent Number:	7677295
Patent Number:	7766070
Patent Number:	7958927
Patent Number:	8167022
Patent Number:	8434544

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT CORPORATION

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PATENT

Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ANDREW F. GARCIA
SIGNATURE:	/Andrew F. Garcia/
DATE SIGNED:	10/15/2020
Total Attachments: 8 source=IP filing#page1.tif source=IP filing#page2.tif source=IP filing#page3.tif source=IP filing#page4.tif source=IP filing#page5.tif source=IP filing#page6.tif source=IP filing#page7.tif source=IP filing#page8.tif	

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)

Pace Industries, LLC

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

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

Execution Date(s) October 15, 2020

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

2. Name and address of receiving party(ies)

Name: ACF Finco I LP

Internal Address: _____

Street Address: 560 White Plains Road,
Suite 400

City: Tarrytown

State: New York

Country: U.S.A. Zip: 10591

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

See Schedule 1

B. Patent No.(s)

See Schedule 1

Additional numbers attached? Yes No

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

Name: Andrew F. Garcia

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3705

Docket Number: _____

Email Address: Agarcia@otterbourg.com

6. Total number of applications and patents involved: 11

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 UserName _____

9. Signature:

Andrew F. Garcia
Signature

10/15/2020
Date

Andrew F. Garcia
Name of Person Signing

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

8

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

REEL: 054088 FRAME: 0480

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 15th day of October, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **ACF FINCO I LP**, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among, inter alia, PACE INDUSTRIES HOLDINGS, INC., a Delaware corporation (“Parent”), the other Loan Parties party thereto, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of such Grantor's Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I; and

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed to Grantor under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Patent. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

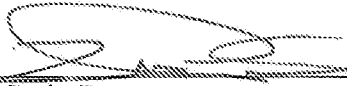
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PACE INDUSTRIES, LLC

By: 
Name: Craig Potter
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: _____
Name: Oleh Szczupak
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PACE INDUSTRIES, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By:  _____
Name: Oleh Szczepak
Title: Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations

Grantor	Country	Patent	Registration No.	Registration Date
Pace Industries, LLC	U.S.	Die Casting Process Incorporating Iterative Process Parameter Adjustments	US 6,779,583	July 30, 2002
Pace Industries, LLC	U.S.	Die Casting Process Incorporating Computerized Pattern Recognition Techniques	US 6,776,212	July 30, 2002
Pace Industries, LLC	U.S.	Die Casting Process Incorporating Computerized Pattern Recognition Techniques	US 7,363,957	July 9, 2004
Pace Industries, LLC	U.S.	System for Manufacturing Die Castings	US 6,772,821	July 30, 2002
Pace Industries, LLC	U.S.	Die Casting Reciprocator Safety Bar	US 7,299,855	July 8, 2004
Pace Industries, LLC	U.S.	Method of Operating a Die Casting Reciprocator	US 7,516,774	November 15, 2007
Pace Industries, LLC	U.S.	Die Casting Process Incorporating Computerized Pattern Recognition Techniques	US 7,677,295	March 14, 2008
Pace Industries, LLC	U.S.	Method of Operating a Die Casting Reciprocator	US 7,766,070	April 13, 2009

Pace Industries, LLC	U.S.	Die Casting Process Incorporating Computerized Pattern Recognition Techniques	US 7,958,927	February 2, 2010
Pace Industries, LLC	U.S.	Die Casting Process Incorporating Computerized Pattern Recognition Techniques	US 8,167,022	May 4, 2011
Pace Industries, LLC	U.S.	Die Casting Process Incorporating Computerized Pattern Recognition Techniques	US 8,434,544	April 9, 2012

Patent Licenses

None.