

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6477594

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PRIDE ENGINEERING, LLC	12/30/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH
<b>Street Address:</b>	300 MADISON AVENUE,
<b>Internal Address:</b>	5TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6490904
Patent Number:	7107811
Patent Number:	7290428
Patent Number:	7526937
Patent Number:	10441992
Patent Number:	10532390
Patent Number:	10864568
Application Number:	17118997
Application Number:	16551536
Application Number:	15987617
PCT Number:	US1929664
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)294-4700
<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>Email:</b>	mnair@winston.com
<b>Correspondent Name:</b>	WINSTON & STRAWN LLP - BECKY L. TROUTMAN
<b>Address Line 1:</b>	101 CALIFORNIA ST
<b>Address Line 2:</b>	35TH FLOOR
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	81027.1327
<b>NAME OF SUBMITTER:</b>	BECKY L. TROUTMAN
<b>SIGNATURE:</b>	/BECKY L. TROUTMAN/
<b>DATE SIGNED:</b>	01/04/2021

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 30, 2020 between each of the signatories hereto (the “**Grantor**”) in favor of **CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of December 30, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

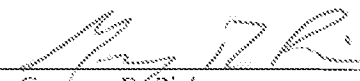
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

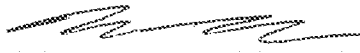
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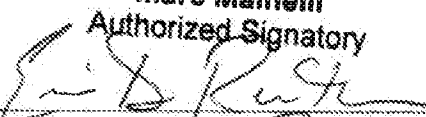
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**PRIDE ENGINEERING, LLC,**  
a Delaware limited liability company,  
as a Grantor

By:   
Name: Gregory R. Pickert  
Title: Chief Executive Officer

CANADIAN IMPERIAL BANK OF COMMERCE,  
NEW YORK BRANCH,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Marc Mainelli**

**Authorized Signatory**  
By:   
Name: **Eric D. Reuther**  
Title: **Authorized Signatory**

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Issued Patents:

Patent Title	Jurisdiction	Filed Date	Issued Date	Patent #	Status	Current Owner of Record
Double Action Bottom Former for High Cyclic Operation	U.S.	5/15/2001	12/10/2002	6,490,904	ISSUED	PRIDE ENGINEERING, LLC
Tool Pack Assembly	U.S.	10/14/2005	9/19/2006	7,107,811	ISSUED	PRIDE ENGINEERING, LLC
Can Bottom Forming Assembly - Model 100	U.S.	2/2/2006	11/6/2007	7,290,428	ISSUED	PRIDE ENGINEERING, LLC
Can Bottom Forming Assembly - Model 250	U.S.	9/28/2007	05/05/2009	7,526,937	ISSUED	PRIDE ENGINEERING, LLC
Can Bottom Former Assembly	U.S.	1/20/2017	10/15/2019	10,441,992	ISSUED	PRIDE ENGINEERING, LLC
Floating Clamp Ring Assembly	U.S.	3/02/2017	1/14/2020	10,532,390	ISSUED	PRIDE ENGINEERING, LLC
Tool Pack Assembly (Synapse)	U.S.	11/15/2016	12/15/2020	10,864,568	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (100)	EP - Poland	02/02/2002	10/12/2011	1846179	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (100)	EP - Germany	02/02/2002	10/12/2011	1846179	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (100)	EP - Spain	02/02/2002	10/12/2011	1846179	ISSUED	PRIDE ENGINEERING, LLC
CAN	EP - United	02/02/2002	10/12/2011	1846179	ISSUED	PRIDE

Patent Title	Jurisdiction	Filed Date	Issued Date	Patent #	Status	Current Owner of Record
BOTTOM FORMING ASSEMBLY (100)	Kingdom	2				ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (250)	EP - Germany	07/24/2008	05/02/2018	2190608	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (250)	EP - United Kingdom	07/24/2008	05/02/2018	2190608	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (100)	Japan	02/02/2006	02/15/2012	4878405	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (250)	Japan	07/24/2008	01/29/2014	5400049	ISSUED	PRIDE ENGINEERING, LLC
DEVICE FOR SHAPING BOTTOM OF CAN BOTTOM (VERSION S) CBFA-100 (translated title)	Russia	02/02/2006	08/20/2010	2397037	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING DEVICE 250	Russia	07/24/2008	04/27/2012	2448800	ISSUED	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY	EP - Poland	10/14/2005	08/17/2012	1799370	ISSUED	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY	EP - Germany	10/14/2005	10/17/2012	1799370	ISSUED	PRIDE ENGINEERING, LLC

Patent Title	Jurisdiction	Filed Date	Issued Date	Patent #	Status	Current Owner of Record
TOOL PACK ASSEMBLY	EP - Spain	10/14/2005	10/17/2012	1799370	ISSUED	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY	EP - United Kingdom	10/14/2005	10/17/2012	1799370	ISSUED	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY	Japan	10/14/2005	11/02/2011	4805273	ISSUED	PRIDE ENGINEERING, LLC
TOOLING BATCHED EQUIPMENT (Tool Pack Assembly) Translated Title	Russia	10/14/2005	10/20/2009	2370332	ISSUED	PRIDE ENGINEERING, LLC
DOUBLE ACTION BOTTOM FORMER FOR HIGH CYCLIC OPERATION	EP - Germany	05/15/2002	12/13/2006	1387727	ISSUED	PRIDE ENGINEERING, LLC
DOUBLE ACTION BOTTOM FORMER FOR HIGH CYCLIC OPERATION	EP - France	05/15/2002	12/13/2006	1387727	ISSUED	PRIDE ENGINEERING, LLC
DOUBLE ACTION BOTTOM FORMER FOR HIGH CYCLIC OPERATION	EP - United Kingdom	05/15/2002	12/13/2006	1387727	ISSUED	PRIDE ENGINEERING, LLC
FLOATING CLAMP RING ASSEMBLY	China	09/01/2016	01/03/2020	201680051076.4	ISSUED	PRIDE ENGINEERING, LLC

Patent Title	Jurisdiction	Filed Date	Issued Date	Patent #	Status	Current Owner of Record
Y						
CAN BOTTOM FORMING ASSEMBLY (250)	Brazil	07/24/2008	10/13/2020	PI 0807502-6	ISSUED	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMING ASSEMBLY (100)	Brazil	02/02/2006	08/13/2019	PI 0621871-7	ISSUED	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY (TPA) translated title	Brazil	14/14/2005	04/22/2020	PI 0516349-8	ISSUED	PRIDE ENGINEERING, LLC

Pending Patent Applications:

Patent Title	Jurisdiction	Filed Date	Serial #	Status	Current Owner of Record
Tool Pack Assembly (Synapse)	U.S.	12/11/2020	17/118,997	PENDING	PRIDE ENGINEERING, LLC
Can Bottom Former Assembly (Synapse) N#007	U.S.	8/20/2009	16/551,536	PENDING	PRIDE ENGINEERING, LLC
Fluid (Air) Cooled Tool Pack N#005	U.S.	5/23/2018	15/987,617	PENDING	PRIDE ENGINEERING, LLC
FLOATING CLAMP RING ASSEMBLY	European Patent Office	09/01/2016	16842982.7	PENDING	PRIDE ENGINEERING, LLC
FLOATING CLAMP RING ASSEMBLY	Japan	09/01/2016	20180512309	PENDING	PRIDE ENGINEERING, LLC

Patent Title	Jurisdiction	Filed Date	Serial #	Status	Current Owner of Record
Y					
FLOATING CLAMP RING ASSEMBLY	Brazil	09/01/2016	BR11201800403603	PENDING	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY (SYNAPSE)	Brazil	06/28/2017	BR1120190097899	PENDING	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY (SYNAPSE)	European Patent Office	06/28/2017	17871855.7	PENDING	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY (SYNAPSE)	China	06/28/2017	201780074484.6	PENDING	PRIDE ENGINEERING, LLC
TOOL PACK ASSEMBLY (SYNAPSE)	Japan	06/28/2017	2019-524934	PENDING	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMER ASSEMBLY	EP	7/19/2019	18742281.1	PENDING	PRIDE ENGINEERING, LLC
CAN BOTTOM FORMER ASSEMBLY	Japan	7/19/2019	19FDO918	PENDING	PRIDE ENGINEERING, LLC
CAN BOTTOM	Brazil	7/19/2019	(OPEN)	PENDING	PRIDE ENGINEERING, LLC

Patent Title	Jurisdiction	Filed Date	Serial #	Status	Current Owner of Record
FORMER ASSEMBLY					
CAN BOTTOM FORMER ASSEMBLY	China	7/19/2019	(OPEN)	PENDING	PRIDE ENGINEERING, LLC

PCT Patent Applications:

Patent Title	Filed Date	Serial #	Status	Last Known Owner of Record
Fluid-Cooled Toolpack	4/29/2019	PCT/US 19/29664	PENDING	PRIDE ENGINEERING, LLC