

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6792152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MARSHALL EXCELSIOR CO.	06/30/2021
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	227 WEST MONROE STREET, SUITE 5400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	10458835
Patent Number:	10670174
Patent Number:	10774933
Application Number:	16266450
CORRESPONDENCE DATA	
Fax Number:	(312)863-7867
<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>	
Phone:	3128637267
Email:	jaclyn.di.grande@goldbergkohn.com
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 E MONROE ST., STE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	4975.363
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	06/30/2021
Total Attachments: 5	
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FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT (this "Amendment"), dated as of June 30, 2021, by MARSHALL EXCELSIOR CO., a Michigan corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of March 20, 2017 by and among Grantor, as Borrower, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent, Grantor and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of March 20, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor and Agent entered into that certain Patent Security Agreement dated as of March 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement");

WHEREAS, since the date of Grantor's execution of the Patent Security Agreement, Grantor has acquired interests in additional Patents (the "New Patents"); and

WHEREAS, Grantor and Agent have agreed to amend the Patent Security Agreement as set forth herein.

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. SCHEDULE. Schedule I to the Patent Security Agreement is hereby amended by adding the New Patents set forth on Schedule I attached hereto.

3. EFFECT OF AMENDMENT. Except as expressly modified by this Amendment, the terms and provisions of the Patent Security Agreement are hereby ratified and confirmed and shall continue in full force and effect. For the avoidance of doubt, this Amendment is a Loan Document.

4. COLLATERAL AGREEMENT. The security interests granted pursuant to the Patent Security Agreement (as amended hereby) are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

MARSHALL EXCELSIOR CO., a Michigan corporation

By: 
Name: Nicholas C. Gresick
Title: Authorized Representative

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

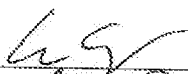
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARSHALL EXCELSIOR CO., a Michigan corporation

By: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Chad Dugan
Title: Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS				
Marshall Excelsior Co.	US	Float Gauge Assembly for Storage Tanks	10458835	10/29/2019
Marshall Excelsior Co.	US	Dielectric Fitting for Pressure Regulator	10670174	6/2/2020
Marshall Excelsior Co.	US	Valve Assembly	10774933	9/15/2020
Marshall Excelsior Co.	US	Bypass Valve Assembly with Integrated Flow Control Valve	App. No. 16266450	