

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6887995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BOLTTECH MANNINGS, INC.	08/24/2021
RED FLAME INDUSTRIES INC.	08/24/2021
AM INSPECTION LTD.	08/24/2021

RECEIVING PARTY DATA

Name:	SIENA LENDING GROUP LLC
Street Address:	9 W BROAD STREET
Internal Address:	5TH FLOOR, SUITE 540
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5690004
Patent Number:	5970824
Patent Number:	6009775
Patent Number:	6912933
Patent Number:	7082858
Patent Number:	7225707
Patent Number:	5523546
Patent Number:	D638682
Patent Number:	D682646

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: 800-713-0755

Email: Results-UCCTeam6@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

PATENT

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: JESSICA HILDEBRANDT

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 08/27/2021

Total Attachments: 9

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ADDITIONAL NAMES OF CONVEYING PARTIES

RED FLAME INDUSTRIES INC. ALBERTA, CANADA CORPORATION

AM INSPECTION LTD. ALBERTA, CANADA CORPORATION

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of August 24, 2021, by BOLTTECH MANNINGS, INC., a Pennsylvania corporation ("BMI"), RED FLAME INDUSTRIES INC., a corporation organized under the laws of Alberta, Canada ("RFI"), AM INSPECTION LTD., a corporation organized under the laws of Alberta, Canada ("AMF"), and together with BMI and RFI and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender");

WITNESSETH

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.

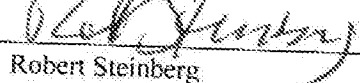
8. Amendment and Restatement. This agreement is an amendment and restatement of that certain Intellectual Property Security Agreement, dated as of August 20, 2018, by Grantors in favor of Lender (as amended prior to the date hereof, the "*Existing Intellectual Property Security Agreement*"). Grantors hereby acknowledge, confirms and agree that the Existing Intellectual Property Security Agreement is in full force and effect against the Grantors immediately prior to the execution and delivery of this Agreement and that the obligations of the Grantors thereunder are valid, binding and enforceable against Grantors in accordance with the terms thereof except as may be limited by applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights. The terms and conditions of the Existing Intellectual Property Security Agreement are,

effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof.

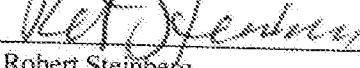
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

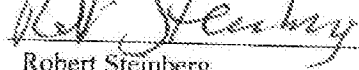
BOLTTECH MANNINGS, INC.

By: 
Name: Robert Steinberg
Title: President, Secretary, and Treasurer

RED FLAME INDUSTRIES INC.

By: 
Name: Robert Steinberg
Title: President, Secretary, and Treasurer

AM INSPECTION LTD.

By: 
Name: Robert Steinberg
Title: President, Secretary, and Treasurer

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

Agreed and accepted as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: William Seibold

Title: Authorized Signatory

By: 

Name: Steven Sanicola

Title: Authorized Signatory

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	App.Date	Registration Date	Registration Number
Bolttech Mannings, Inc.	Stud Driver and Remover Having Core Relief Recess Preventing the Stud from Being Jammed in Core			5,690,004 (Expired)
Bolttech Mannings, Inc.	Wrench with High Inertia Torque System and Method for Using Same			5,970,824(Expired)
Bolttech Mannings, Inc.	Wrench with High Inertia Torque System and Method for Using Same	02/17/1999	02/17/1999	6,009,775
Bolttech Mannings, Inc.	Hydraulic Torque Wrench System			6,912,933(Expired)
Bolttech Mannings, Inc.	Hydraulic Torque Wrench System	07/05/2005	07/05/2005	7,082,858
Bolttech Mannings, Inc.	Torque Wrench with Quick-Release Gear Set	09/14/2005	09/14/2005	7,225,707
Bolttech Mannings, Inc.	Apparatus and Method of Inductively Heating a Workpiece with a Slender Bone			5,523,546(Expired)
Bolttech Mannings, Inc.	Cyclone Magnum Pneumatic Torque Wrench	09/29/2010	09/29/2010	D638,682 S
Bolttech Mannings, Inc.	Control Unit	09/29/2010	09/29/2010	D682646

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Filing/Registration Date	Serial/Registration Number
Red Flame Industries Inc.	"RFI & Design"	02/06/2013	TMA842463
Red Flame Industries Inc.	"Red Flame"	02/12/2013	TMA842947
Bolttech Mannings, Inc.	"MONSTER GRIP"	12/07/1993	1,808,825
Bolttech Mannings, Inc.	"HITS WRENCH"	01/02/2001	2,417,787
Bolttech Mannings, Inc.	"SUPERKNIT"	01/13/2004	2,804,646
Bolttech Mannings, Inc.	"M MANNINGS U.S.A." and Design	01/18/2000	2,308,335
Bolttech Mannings, Inc.	"MANNINGS U.S.A."	01/25/2000	2,310,359
Bolttech Mannings, Inc.	"MANNINGS"	01/18/2000	2,308,334
Bolttech Mannings, Inc.	"MANNINGS U.S.A."	03/04/2021	90,559,939
Bolttech Mannings, Inc.	"BOLTTECH MANNINGS"	08/13/2019	5,832,318

Bolttech Mannings, Inc. has the following Common Law Trademarks:

1. BOLTTECH-MANNINGS
2. PORTA-TORQUE (formerly the subject of U.S. Trademark Registration No. 1,971,933, issued on April 30, 1996)
3. TAG (formerly the subject of U.S. Trademark Registration No. 76/590,673 abandoned on June 30, 2005)
4. BOLTTECH-MANNINGS logo
5. MANWOOL (formerly the subject of U.S. Trademark Registration No. 3,471,819, issued on July 22, 2008)
6. MANNINGS USA, INC.
7. MANNINGS INC.
8. BOLTTECH-MANNINGS
9. Squarish M in Mannings USA, Inc.
10. Manwool
11. Superknit

(c) Copyrights and Copyright Licenses

None.