PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7092869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST IN PATENT RIGHTS - FIRST LIEN

CONVEYING PARTY DATA

Name	Execution Date
BETTCHER INDUSTRIES, INC.	12/14/2021
CANTRELL GAINCO GROUP INC.	12/14/2021
EXSURCO MEDICAL, INC.	12/14/2021
ICB, L.L.C.	12/14/2021

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT
Street Address:	600 WASHINGTON BOULEVARD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 76

Property Type	Number
Patent Number:	9592076
Patent Number:	9186171
Patent Number:	10039567
Patent Number:	10022146
Patent Number:	10537356
Patent Number:	11039854
Patent Number:	11077571
Patent Number:	10040211
Patent Number:	10532478
Patent Number:	10960564
Patent Number:	10124500
Patent Number:	10471614
Patent Number:	10926427
Patent Number:	11026434
Patent Number:	10731713
Patent Number:	10343296
Patent Number:	10583577

PATENT REEL: 058592 FRAME: 0717

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Property Type	Number
Patent Number:	9833919
Patent Number:	10532477
Patent Number:	8074363
Patent Number:	8968107
Patent Number:	9265263
Patent Number:	9121438
Patent Number:	10400815
Patent Number:	9452541
Patent Number:	9579810
Patent Number:	9908253
Patent Number:	9999986
Patent Number:	8806761
Patent Number:	8739416
Patent Number:	9211650
Patent Number:	9873207
Patent Number:	8695222
Patent Number:	9623577
Patent Number:	8726524
Patent Number:	8745881
Patent Number:	9221183
Patent Number:	9227332
Patent Number:	9475203
Patent Number:	9573283
Patent Number:	9522473
Patent Number:	8756819
Patent Number:	9089980
Patent Number:	8950076
Patent Number:	8661692
Patent Number:	8448340
Patent Number:	7710714
Patent Number:	7670212
Patent Number:	7296531
Patent Number:	7650836
Patent Number:	7614360
Patent Number:	7610864
Patent Number:	7207114
Patent Number:	6857191
Patent Number:	7107887

Property Type	Number
Patent Number:	6694649
Patent Number:	6662452
Patent Number:	8517805
Patent Number:	9078452
Patent Number:	8702480
Patent Number:	8641487
Patent Number:	7555880
Patent Number:	D907205
Patent Number:	D912486
Patent Number:	D912489
Patent Number:	D901567
Patent Number:	D870529
Application Number:	17353266
Application Number:	16742483
Application Number:	17210024
Application Number:	17180168
Application Number:	16875505
Application Number:	16808020
Application Number:	17387607
Application Number:	29653708
Application Number:	29713076

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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: 3128622000

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Correspondent Name: MICHELLE NOWICKI
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Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22024-611
NAME OF SUBMITTER:	MICHELLE NOWICKI
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	12/27/2021

Total Attachments: 11

source=Tomahawk - Grant of Security Interest in Patent Rights (First Lien)#page1.tif source=Tomahawk - Grant of Security Interest in Patent Rights (First Lien)#page2.tif source=Tomahawk - Grant of Security Interest in Patent Rights (First Lien)#page3.tif

SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of December 14, 2021, is made by Bettcher Industries, Inc., a Delaware corporation, Cantrell Gainco Group Inc., an Ohio corporation, Exsurco Medical, Inc., an Ohio corporation and ICB, L.L.C., a South Carolina limited liability company, (the "Grantors" and, individually, each a "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of December 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MERLIN PARENTCO INC., a Delaware corporation ("Holdings"), MERLIN BUYER INC., a Delaware corporation (the "Initial Borrower"), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Initial Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of December 14, 2021 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Initial Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- 6. <u>GOVERNING LAW</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CANTRELL GAINCO GROUP INC. BETTCHER INDUSTRIES, INC. EXSURCO MEDICAL, INC.

as the Grantors

By: Tim Swanson

Name: Tim Swanson

Title: Chief Executive Officer

ICB, L.L.C. as the Grantor

By: Tim Swanson

Name: Tim Swanson
Title: President

REEL: 058592 FRAME: 0723

UBS AG, STAMFORD BRANCH as the Collateral Agent

By: ___ Name:

Houssem Daly

Title:

Director

Name:

Title:

Ken Chin Director

REEL: 058592 FRAME: 0724

SCHEDULE A

U.S. Patent Registrations and Applications

For Patents:

EV2011 CO TAICCHECH THE	ı Çıldırığ			2020-01-14	10//42,400	i owei operawa ioraty excision wor
Excurso Medical Inc	Dending			2020-01-14	16/742 483	Power operated rotaty excision tool
Exsurco Medical Inc	Pending	I		2021-06-21	17/353,266	Power operated dermatome with shielded rotary knife blade
Exsurco Medical, Inc.	Issued	2021-06-22	11039854	2018-08-06	16/056,083	Power operated dermatome with rotary knife blade
Exsurco Medical, Inc.	Issued	2020-01-21	10537356	2017-11-27	15/823,528	Power operated rotary excision tool
Exsurco Medical, Inc.	Issued	2018-07-17	10022146	2015-05-29	14/725,303	Power operated rotary excision tool
Exsurco Medical, Inc.	Issued	2018-08-07	10039567	2013-03-15	13/842,224	Power operated dermatome with shielded rotary knife blade
Exsurco Medical, Inc.	Issued	2015-11-17	9186171	2013-03-06	13/786,996	Power operated debridement tool with disk knife blade
Exsurco Medical, Inc.	Issued	2017-03-14	9592076	2012-09-07	13/606,836	Power operated dermatome with rotary knife blade
Owner	Status	Issue Date	Patent No.	Filing Date	App. No.	Title

Title	App. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Power operated rotary knife	16/050,931	2018-07-31	10532478	2020-01-14	Issued	Bettcher Industries, Inc.
Power operated rotary knife	16/736,439	2020-01-07	10960564	2021-03-30	Issued	Bettcher Industries, Inc.
Power operated rotary knife	17/210,024	2021-03-23	l		Pending	Bettcher Industries, Inc.
Cam-actuated split blade housing for power operated rotary knife	15/822,914	2017-11-27	10124500	2018-11-13	Issued	Bettcher Industries, Inc.
Cam-actuated split blade housing for power operated rotary knife	16/013,565	2018-06-20	10471614	2019-11-12	Issued	Bettcher Industries, Inc.
Cam-actuated split blade housing for power operated rotary knife	16/662,833	2019-10-24	10926427	2021-02-23	Issued	Bettcher Industries, Inc.
Cam-actuated split blade housing for power operated rotary knife	17/180,168	2021-02-19			Pending	Bettcher Industries, Inc.
Power operated trimming tool	15/696,866	2017-09-06	11026434	2021-06-08	Issued	Bettcher Industries, Inc.
Power operated scribe saw	16/875,505	2020-05-15	_	ĺ	Pending	Bettcher Industries, Inc.
Power operated trimming tool with clutch drive	16/251,417	2019-01-18	10731713	2020-08-04	Issued	Bettcher Industries, Inc.
Power operated rotary knife with notched rotary knife blade and trim guide	15/216,120	2016-07-21	10343296	2019-07-09	Issued	Bettcher Industries, Inc.
Power operated rotary knife with notched rotary knife blade and trim guide	15/628,637	2017-06-20	10583577	2020-03-10	Issued	Bettcher Industries, Inc.

Title	Ann. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Power operated rotary knife with notched rotary knife blade and trim guide	16/808,020	2020-03-03			Pending	Bettcher Industries, Inc.
Power operated rotary knife	14/873,982	2015-10-02	9833919	2017-12-05	Issued	Bettcher Industries, Inc.
Power operated rotary knife	15/829,080	2017-12-01	10532477	2020-01-14	Issued	Bettcher Industries, Inc.
Rotary knife blade for low friction rotary knife	11/358,176	2006-02-21	8074363	2011-12-13	Issued	Bettcher Industries, Inc.
Flex shaft-drive motor connection for power operated rotary knife	13/344,760	2012-01-06	8968107	2015-03-03	Issued	Bettcher Industries, Inc.
Flex shaft - tool connection for power operated rotary knife	13/434,403	2012-03-29	9265263	2016-02-23	Issued	Bettcher Industries, Inc.
Flex shaft with crimped lock sleeve for power operated rotary knife	13/829,702	2013-03-14	9121438	2015-09-01	Issued	Bettcher Industries, Inc.
Flex shaft - tool connection for power operated rotary knife	15/046,974	2016-02-18	10400815	2019-09-03	Issued	Bettcher Industries, Inc.
Power operated rotary knife with vacuum attachment assembly	14/446,005	2014-07-29	9452541	2016-09-27	Issued	Bettcher Industries, Inc.
Power operated rotary knife with vacuum attachment assembly	14/811,221	2015-07-28	9579810	2017-02-28	Issued	Bettcher Industries, Inc.
Power operated rotary knife with vacuum attachment assembly	15/269,600	2016-09-19	9908253	2018-03-06	Issued	Bettcher Industries, Inc.
Power operated rotary knife with vacuum attachment assembly	15/424,808	2017-02-04	9999986	2018-06-19	Issued	Bettcher Industries, Inc.

Power operated rotary kmite	13/189,951	2011-07-25	8806/61	2014-08-19	Issued	Bettcher Industries, Inc.
Power operated rotary knife	13/420,039	2012-03-14	8739416	2014-06-03	Issued	Bettcher Industries, Inc.
Power operated rotary knife	14/291,852	2014-05-30	9211650	2015-12-15	Issued	Bettcher Industries, Inc.
Power operated rotary knife	14/959,602	2015-12-04	9873207	2018-01-23	Issued	Bettcher Industries, Inc.
Power operated rotary knife	13/189,905	2011-07-25	8695222	2014-04-15	Issued	Bettcher Industries, Inc.
Power operated rotary knife	14/245,632	2014-04-04	9623577	2017-04-18	Issued	Bettcher Industries, Inc.
Power operated rotary knife	13/189,938	2011-07-25	8726524	2014-05-20	Issued	Bettcher Industries, Inc.
Power operated rotary knife	13/556,008	2012-07-23	8745881	2014-06-10	Issued	Bettcher Industries, Inc.
Power prorested rotary Unife	14/279 582	2014-05-16	0221183	2015_12_29	Iccined	Rettcher Industries Inc
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Power operated rotary knife	14/297,118	2014-06-05	9227332	2016-01-05	Issued	Bettcher Industries, Inc.
Power operated rotary knife	14/757,879	2015-12-28	9475203	2016-10-25	Issued	Bettcher Industries, Inc.
	14/00/120				-	
Power operated rotary kmie	14/986,128	2015-12-31	95/3283	2017-02-21	Issued	Bettcher Industries, Inc.

Tith	Ann No	Filing Date	Patent No.	Issue Date	Status	Owner
Moveable lubrication assembly for power operated rotary knife	14/205,662	2014-03-12	9522473	2016-12-20	Issued	Bettcher Industries, Inc.
Power operated rotary knife with disposable blade support assembly	13/073,207	2011-03-28	8756819	2014-06-24	Issued	Bettcher Industries, Inc.
Power operated rotary knife with disposable blade support assembly	14/308,876	2014-06-19	9089980	2015-07-28	Issued	Bettcher Industries, Inc.
Power operated rotary knife	13/189,925	2011-07-25	8950076	2015-02-10	Issued	Bettcher Industries, Inc.
Split blade housing for power operated rotary knife	11/588,572	2006-10-27	8661692	2014-03-04	Issued	Bettcher Industries, Inc.
Split blade Housing with expansion sleeve assembly for power operated rotary knife	17/387,607 (continuation patent application)	2021-07-28	l	l	Pending	Bettcher Industries, Inc.
Large diameter notched blade and blade housing for power operated rotary knife	12/697,714	2010-02-01	8448340	2013-05-28	Issued	Bettcher Industries, Inc.
Housing for scale or load cell controller	10/939,693	2004-09-13	7710714	2010-05-04	Issued	Bettcher Industries, Inc.
Method of trimming portion of chicken paw metatarsal pad using power operated rotary knife	12/359,538	2009-01-26	7670212	2010-03-02	Issued	Bettcher Industries, Inc.
Breading machine	10/856,248	2004-05-28	7296531	2007-11-20	Issued	Bettcher Industries, Inc.
Breading machine	11/776,837	2007-07-12	7650836	2010-01-26	Issued	Bettcher Industries, Inc.
Breading machine	11/235,299	2005-09-26	7614360	2009-11-10	Issued	Bettcher Industries, Inc.

Title Rotary knife with improved drive transmission Rotary knife having vacuum attachment	App. No. 11/144,885 10/289,635	Filing Date 2005-06-03 2002-11-07	Patent No. 7207114 6857191	Issue Date 2007-04-24 2005-02-22	Status Issued Issued	Owner Bettcher Industries, Inc. Bettcher Industries, Inc.
Rotary knife having vacuum attachment	11/026,854	2004-12-30	7107887	2006-09-19	Issued	Bettcher Industries, Inc.
Power operated rotary knife	10/128,001	2002-04-22	6662452	2003-12-16	Issued	Bettcher Industries, Inc.
Poultry wing segmenting system and method of use	13/711,963	2012-12-12	8517805	2013-08-27	Issued	Cantrell Gainco Group Inc. 1
Poultry wing segmenting blade and method of use	13/900,988	2013-05-23	9078452	2015-07-14	Issued	Cantrell Gainco Group Inc.
Poultry wing segmenting shackle and method of use	13/906,912	2013-05-31	8702480	2014-04-22	Issued	Cantrell Gainco Group Inc. ²
Poultry wing segmenting system and method of use	13/922,549	2013-06-20	8641487	2014-02-04	Issued	Cantrell Gainco Group Inc.
Automated process for counting and filling containers with meat and poultry products	11/845,458	2007-08-27	7555880	2009-07-07	Issued	Cantrell Gainco, Group Inc. ³
Power operated rotary excision tool	29/658,862	2018-08-03	D907205	2021-01-05	Issued	Exsurco Medical, Inc.

¹ Company to update record ownership name from prior name Cantrell Innovative Solutions LLC to Cantrell Gainco Group Inc.

² Company to update record ownership name from prior name Cantrell Innovative Solutions LLC to Cantrell Gainco Group Inc.

³ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.

⁴ Company to update record ownership name from prior name Tarheel Distributors, Inc. to ICB, L.L.C.

RECORDED: 12/27/2021

Title	App. No.	Filing Date	Patent No.	Issue Date	Status	Owner
Dehiding tool	29/692,237	2019-05-23	D912486	2021-03-09	Issued	Bettcher Industries, Inc.
Housing for a power operated rotary knife	29/694,829	2019-06-13	D912489	2021-03-09	Issued	Bettcher Industries, Inc.
Gear wheel	29/693,135	2019-05-31	D901567	2020-11-10	Issued	ICB, L.L.C. ⁴
Annular blade for a low friction rotary knife	29/617,492	2017-09-14	D870529	2019-12-24	Issued	Bettcher Industries, Inc.
Low friction rotary knife	29/653,708	2018-06-18	_	—	Pending	Bettcher Industries, Inc.
Low friction rotary knife	29/713,076	2019-11-13			Pending	Bettcher Industries, Inc.