

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7458876

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	KINEMATIC AUTOMATION, INC.	07/29/2022
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
Street Address:	10 S. DEARBORN STREET	
Internal Address:	MAILCODE: IL1-1145	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6769863
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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:	12129061216	
Email:	angela.amaru@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
Address Line 1:	1271 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	049067-0443	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	07/29/2022	
Total Attachments: 9		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of July 29, 2022, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A., as collateral agent (the “**Collateral Agent**”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BPG Holdings IV Corp., a Delaware corporation, BPG International Finance Co. LLC, a Delaware limited liability company and BPG International Finance Co. S.à r.l., have entered into a Credit Agreement, dated as of July 29, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the UK Parent, the UK Midco, each Lender from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent and other parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of July 29, 2022 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto;

(iii) all registrations and applications for registration for any of the foregoing;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vi) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include any United States intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registrations that issues therefrom under applicable U.S. federal law, or any other Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Secured Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower Representative at the Borrower Representative's address specified in Schedule 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Schedule 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

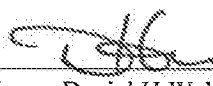
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

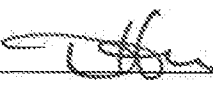
GRABIT, LLC
KORVIS, LLC

By: 

Name: Daniel H Webber

Title: Chief Financial Officer, Treasurer &
Secretary

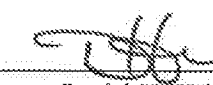
BURKE E. PORTER MACHINERY COMPANY

By: 

Name: Daniel H Webber

Title: Chief Financial Officer & Treasurer

KINEMATIC AUTOMATION, INC.

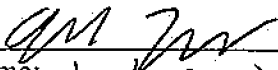
By: 

Name: Daniel H Webber

Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: 
Name: Jean Zing
Title: officer

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

a. Patents

Debtor/ Grantor	Ctry	Title	Filing or Deposit Date	Status	Patent No.	Serial No.
Burke E. Porter Machinery Company	US	Non contact wheel alignment sensor and method	12/30/10	Active	8107062	12/982431
Burke E. Porter Machinery Company	US	Apparatus and method for determining the orientation of an object such as vehicle wheel alignment	06/26/07	Active	7710555	11/768444
Burke E. Porter Machinery Company	US	Wheel alignment measurement method and system for vehicle wheels	09/29/17	Active	10551180	15/719953
Burke E. Porter Machinery Company	US	Method of measuring a propensity of a vehicle to roll over	05/02/03	Active	7054727	10/428595
Burke E. Porter Machinery Company	US	Vehicle testing apparatus for measuring a propensity of a vehicle to roll over	05/02/03	Active	7058488	10/428293
Burke E. Porter Machinery Company	US	Non contact wheel alignment sensor and method	05/01/08	Active	7864309B2	12/113300
Burke E. Porter Machinery Company	US	Non contact wheel alignment sensor and method	12/21/11	Active	8400624B2	13/333708
Burke E. Porter Machinery Company	US	Caster angle measurement system for vehicle wheels	10/26/04	Active	7265821B1	10/973356
Burke E. Porter Machinery Company	US	Vehicle brake testing assembly	09/08/09	Active	8240197B2	12/555514
Burke E. Porter Machinery Company	US	Vehicle toe set adjustment device and method	10/15/08	Active	8082822B2	12/251778
Burke E. Porter Machinery Company	US	Modular tire inflator	12/22/11	Active	8757218	13/335033
Burke E. Porter Machinery Company	US	Modular tire inflator	12/10/08	Active	8096328	12/331661
Burke E. Porter Machinery Company	US	Testing components of drive trains	03/27/07	Active	7712358	11/729091
Gorbit, LLC	US	Electroadhesive gripping system with smart brake and metering	03/17/15	Active	9987755	15/126709
Gorbit, LLC	US	Methods and systems for electroadhesion-based manipulation in manufacturing	07/09/18	Pending	11338449	16/030340
Gorbit, LLC	US	Electroadhesive tilt sorter and control system	02/25/19	Active	10421613B2	16/284508

Debtor/ Grantor	Ctry	Title	Filing or Deposit Date	Status	Patent No.	Serial No.
Grabit, LLC	US	Automated item handling with reconfigurable totes	10/21/16	Active	10745164	15/299984
Grabit, LLC	US	Methods and systems for electroadhesion-based manipulation and mechanical release in manufacturing	07/09/18	Active	10987815	16/030497
Grabit, LLC	US	Methods and systems for combined negative pressure and electroadhesion-based manipulation in manufacturing	7/09/18	Active	11203123	16/030707
Kinematic Automation, Inc.	US	Method and apparatus for handling lightweight strips	10/09/02	Active	6769863	10/269008
Korvis, LLC	US	System for inserting pins into an article	09/21/17	Active	10694648B2	15/711450

SCHEDULE B

a. Trademarks

Debtor/Grantor	Trademark	Country	Filing Date	Application No.	Registration No.	Status
Burke E. Porter Machinery Company	PRIMATICS	US	04/13/17	87410631	5462127	Registered
Burke E. Porter Machinery Company	B + Design	US	04/26/03	78242436	2895409	Registered
Korvis, LLC	KORVIS	US	01/17/19	88265991	5901005	Registered
Grabit, LLC	METERIT	US	10/24/16	87213845	5371250	Registered
Grabit, LLC	STACKIT	US	10/24/16	87213843	5371249	Registered
Grabit, LLC	CONVEYIT	US	10/24/16	87213846	5371251	Registered
Grabit, LLC	GRABIT	US	10/24/16	87213840	5618012	Registered

b. Domain Names

Country	Domain(s)	Registrant	Expires
US	aspectautomation.com	Aspect Automation, LLC	8/2027
US	bepco.com	Burke E. Porter Machinery Company	02/09/31
US	bepco.net	Burke E. Porter Machinery Company	03/15/23
US	bepco.org	Burke E. Porter Machinery Company	03/15/23
US	burkeportermachinery.com	Burke E. Porter Machinery Company	03/08/23
US	burkeporter.com	Burke E. Porter Machinery Company	08/11/22
US	burkeporter.info	Burke E. Porter Machinery Company	04/09/23
US	burkeporter.net	Burke E. Porter Machinery Company	03/15/23
US	burkeporter.org	Burke E. Porter Machinery Company	03/15/23
US	burkeportermachinery.com	Burke E. Porter Machinery Company	03/08/23
US	kinematic.com	Kinematic Automation, Inc.	7/2030
US	kinematic.us	Kinematic Automation, Inc.	11/2022
US	korvis.com	Korvis, LLC	2/2027
US	korvisasia.com	Korvis, LLC	2/2027
US	korvisautomation.com	Korvis, LLC	2/2023
US	nacsinc.com	NACS, Inc.	11/2030

Country	Domain(s)	Registrant	Expires
US	nacsinc.net	NACS, Inc.	8/2025
US	purepouch.com	NACS, Inc.	11/2025
US	winterpark.us	WinterPark Engineering, LLC	4/2027