PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7555593

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
INTRACO, INC.	09/23/2022
SPIROFLOW SYSTEMS, INC.	09/23/2022

RECEIVING PARTY DATA

Name:	ABACUS FINANCE GROUP, LLC, AS ADMINISTRATIVE AGENT
Street Address:	335 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 15

Property Type	Number		
Patent Number:	10329095		
Patent Number:	7267218		
Patent Number:	9745135		
Patent Number:	10131500		
Patent Number:	10017884		
Patent Number:	9132965		
Patent Number:	9828703		
Patent Number:	9302854		
Patent Number:	7798313		
Patent Number:	8777060		
Patent Number:	9033136		
Patent Number:	8327890		
Patent Number:	7165498		
Patent Number:	10940487		
Application Number:	16850694		

CORRESPONDENCE DATA

Fax Number:

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.

PATENT - REEL: 061196 FRAME: 0025

507508702

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Correspondent Name: STACEY A. MORDAS

Address Line 1: C/O GOULSTON & STORRS PC

Address Line 2: 400 ATLANTIC AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	STACEY A. MORDAS	
SIGNATURE:	/Stacey A. Mordas/	
DATE SIGNED:	09/23/2022	

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of September 23, 2022 is made by INTRACO, INC., an Iowa corporation ("<u>Intraco</u>"), SPIROFLOW SYSTEMS, INC., a North Carolina corporation ("<u>Spiroflow</u>" and together with Intraco, each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "<u>Administrative Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MRC KEYSTONE ACQUISITION LLC, a Delaware limited liability company (the "Borrower"), MRC KEYSTONE INTERMEDIATE LLC, a Delaware limited liability company ("Holdings"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors, the other grantors from time to time party thereto, and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

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 Grantors hereby agree as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not otherwise defined in the Guarantee and Collateral Agreement, the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. The Grantors hereby pledge, assign and grant to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Patent Collateral</u>"):
 - 2.1. all of its Patents, including those referred to on Schedule I hereto;
- 2.2. all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of and amendments to the foregoing;
- 2.3. all rights of any kind whatsoever of the Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- 2.4. any and all royalties, fees, income, payments, products, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- 2.5. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and

injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 3. GUARANTY AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).
- 4. <u>AMENDMENTS IN WRITING</u>. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and each Grantor.
- 5. <u>GOVERNING LAW</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.
- 6. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.
- 7. <u>TERMINATION</u>. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantors, and at the expense of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTORS:

INTRACO, INC

Name: Stephen Griesemer Title: Vice President

SPIROFLOW SYSTEMS, INC.

Name: Stephen Griesemer Title: Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (ABACUS/AHS)]

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC as Administrative Agent

By:

Name: Seth Friedman Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (ABACUS/AHS)]

SCHEDULE I to PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Grantor/Owner/Applicant	Name	Patent #	Serial No.	Application Filed // Date Issued	Granting Jurisdiction
Intraco, Inc.	Cable Connector For Tubular Conveyor Systems	10,329,095	N/A	6/25/2019	US
Intraco, Inc.	Cable Conveyer Connector With Bearings	7,267,218	N/A	9/11/2007	US
Intraco, Inc.	Cable Conveyor Disc	9,745,135	N/A	8/29/2017	US
Intraco, Inc.	Cable Conveyor Disc	10,131,500	N/A	11/20/2018	US
Intraco, Inc.	Coated Cable For A Conveyor System	10,017,884	N/A	7/10/2018	US
Intraco, Inc.	Idler Control System For A Cable Conveyor	9,132,965	N/A	9/15/2015	US
Intraco, Inc.	Method And Apparatus For Preparing Coated Cable For A Cable Conveyor System	9,828,703	N/A	11/28/2017	US
Intraco, Inc.	Outlet Valve For A Cable Conveyor	9,302,854	N/A	4/5/2016	US
Spiroflow Systems, Inc.	Dynamic tension control apparatus and method for aero-mechanical conveyor	7,798,313	N/A	9/21/2010	US
Spiroflow Systems, Inc.	Discharger for side- secured bag spout	8,777,060	N/A	7/15/2014	US
Spiroflow Systems, Inc.	Tensioning assembly for cable drag conveyor with tensioning assembly and method of controlling tension in a cable drag conveyor	GB251708 3	N/A	2/22/2017	United Kingdom
Spiroflow Systems, Inc.	Tensioning assembly for cable drag conveyor with tensioning assembly and method of controlling tension in a cable drag	9,033,136	N/A	5/19/2015	US

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Grantor/Owner/Applicant	Name	Patent #	Serial No.	Application Filed // Date Issued	Granting Jurisdiction
	conveyor				
Spiroflow Systems, Inc.	Modular bag filling apparatus	8,327,890	N/A	12/11/2012	US
Spiroflow Systems, Inc.	Vibrating table assembly for bag filling apparatus	7,165,498	N/A	1/23/2007	US
Spiroflow Systems, Inc.	Vibrating Table Assembly For Bag Filling Apparatus	2436267	N/A	7/30/2003	Canada
Spiroflow Systems, Inc.	Modular Bag Filling Apparatus	2,618,865	N/A	6/2/2015	Canada
Spiroflow Systems, Inc.	Integrated magnetic particle separating valve and method	10,940,487	N/A	3/9/2021	US

PATENT APPLICATIONS

Grantor/Owner/Applicant	Name	Patent #	Serial No.	Application Filed // Date Issued	Granting Jurisdiction
Intraco, Inc.	Cleaning assembly for a tubular drag conveyor		16/850,694	4/16/2020	US

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RECORDED: 09/23/2022