

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7714640

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CMI LIMITED CO.	12/21/2022
GATOR DOCK & MARINE LLC	12/21/2022
ENGINEERED PLASTIC SYSTEMS, L.L.C.	12/21/2022
RECEIVING PARTY DATA	
Name:	ALLY BANK
Street Address:	300 PARK AVENUE, 4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	7025539
Patent Number:	7059807
Patent Number:	7393482
Patent Number:	7056066
Patent Number:	7914237
Patent Number:	8419317
Patent Number:	8753043
Patent Number:	9528241
Patent Number:	9593456
Patent Number:	9745710
Patent Number:	10352012
Patent Number:	10364003
Patent Number:	10393202
Patent Number:	D871899
Patent Number:	11021845
Application Number:	16940830
Application Number:	63173821
Application Number:	63313062

CORRESPONDENCE DATA**Fax Number:** (617)523-6850

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: 617-523-2700**Email:** susan.dinicola@hklaw.com,brandon.chang@hklaw.com**Correspondent Name:** HOLLAND & KNIGHT LLP**Address Line 1:** 10 ST. JAMES AVENUE**Address Line 4:** BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	153751.00135
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NAME OF SUBMITTER:	SUSAN C. DINICOLA
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	12/27/2022
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this “Agreement”), dated as of December 21, 2022, by the undersigned (the “Grantor”), in favor of ALLY BANK, as administrative and collateral agent for the Lenders (in such capacities, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), dated as of December 21, 2022 and entered into among CMI INTERCO, LLC, a Delaware limited liability company, as Holdings (as defined in the Loan Agreement), the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and 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 Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in: (i) all of the Grantor's now existing or hereafter acquired rights, title and interests in and to all of Grantor's patents and patent applications, including (a) the patents and patent applications listed on Schedule I hereto as owned by Grantor (collectively, the “Patents”); (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon; (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof; (d) the right to sue for past, present, and future infringements thereof; and (e) all of Grantor's rights corresponding thereto throughout the world; (ii) any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any license with respect thereto, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the “Patent Collateral”).

Notwithstanding the foregoing, the security interest granted herein does not include any Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the patents and patent applications listed on Schedule I attached hereto constitute all U.S. federally registered patents and patent applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

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:

CMI LIMITED CO.,

an Ohio limited liability company

By: *Matt Elkins*
Name: Matt Elkins
Title: Chief Financial Officer, Secretary and
Treasurer

GATOR DOCK & MARINE LLC,

an Ohio limited liability company

By: *Matt Elkins*
Name: Matt Elkins
Title: Chief Financial Officer, Secretary and
Treasurer

ENGINEERED PLASTIC SYSTEMS, L.L.C.,

an Illinois limited liability company

By: *Matt Elkins*
Name: Matt Elkins
Title: Chief Financial Officer, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By: 

Name: Edward Barclay

Title: Authorized Signatory

[Signature Page]
Patent Security Agreement

SCHEDULE I¹
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Priority Date	Patent	Status	Title	Owner	File Number	Expiration Date
8/21/03	7,025,539	Active	Sheet Pile for Barrier Wall (Flat Panel)	CMI Limited Co.	1110	08/21/2023
6/04/04	7,059,807	Active	Elongated Structural Member for use in Forming Barrier Walls (Cap & Wale)	CMI Limited Co.	2C15.1-120	06/04/2024
7/15/04	7,393,482	Active	Process for Applying Sleeve to Pole and Sleeved Pole (TimberGuard Process)	CMI Limited Co.	2C15.1-110	07/15/2024
8/25/04	7,056,066	Active	Apparatus and Method for Inserting Sheet Piles into a Soil Formation (Mandrel – Pulling, cheese grater, better flippers, etc.)	CMI Limited Co.	2C15.1-130	08/25/2024
9/21/05	7,914,237	Active	Method & Apparatus for Inserting Sheet Piles with Highly Resistant Earth Formation (StabCat – Fluid Gallery)	CMI Limited Co.	2C15.1-080	09/21/2025
5/12/10	8,419,317	Active	System & Method for Installing Sheet Piles (twin mandrels,	CMI Limited Co.	2C15.1-020	05/12/2030

¹ NTD: Please update as necessary.

			hooked sheets, pull into soil, toe protection)			
5/10/11	8,753,043	Active	Active Gripping Method and Apparatus for Sheet Piling Installation (gripping flange, sensor)	CMI Limited Co.	2C15.1-030	05/10/2031
10/21/15	9,528,241	Active	Barrier Panel Interlock Sealing System (Sealed Lock)	CMI Limited Co.	2C15.1-200	10/21/2035
3/14/13	9,593,456	Active	Improved sheet piling and Installation Method (Cut-off wall - dual locks, flange, sensor)	CMI Limited Co.	2C15.1-100	03/10/2034
4/16/15	9,745,710	Active	CONVERTIBLE CAPPING SYSTEM FOR SHEET PILING WALL	CMI Limited Co.	2C15.1-211	4/16/35
2/01/17	10,352,012	Active	(Divisional) Improved sheet piling and Installation Method (Cut-off wall - dual locks, flange, sensor)	CMI Limited Co.	2C15.1-102	12/05/36
5/17/16	10,364,003	Active	HYBRID FIXED/FLOATING DOCK	Gator Dock & Marine, LLC	2C15.1-240	5/17/36
12/05/16	10,393,202	Active	DAMPING PILE GUIDE FOR FLOATING DOCK	Gator Dock & Marine, LLC	2C15.1-250	12/05/36
1/31/18	D871,899	Active	V2: Design - SHEET PILING (Flat Sheet, Snap Lock, Concrete and Wood Grain Surfaces)	CMI Limited Co.	2C15.1-260	1/31/32

10/25/19	11,021,845	Active	SHEET PILING FILLER-CORNER (4" filler, gender changer, corner with gender changing, extending corner)	CMI Limited Co.	2C15.1-280	10/25/39
6/04/19	16/940,830	Pending	COMPOSITE BUILDING MATERIAL (5/4x6 decking able to span 24" on center)	Engineered Plastic Systems, L.L.C.	2C15.1-291	6/04/39
4/12/21	63/173821	Pending	CATENARY RETAINING WALL (garden wall that get stronger with more load - parabolically shaped)	CMI Limited Co.	2C15.1-310	4/12/41
2/23/22	63/313,062	Pending	Modular Driving Head (system for using one PileClaw® head with many diff implements)	CMI Limited Co.	2C15.1-310	2/23/22