

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7922326

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KEYWELL METALS LLC	04/04/2023
RECEIVING PARTY DATA	
Name:	VALLEY NATIONAL BANK
Street Address:	579 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6371718
CORRESPONDENCE DATA	
Fax Number:	
<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:	2122371232
Email:	lyel@windelsmarx.com
Correspondent Name:	LEON A. YEL
Address Line 1:	156 WEST 56TH STREET
Address Line 4:	NEW YORK, NEW YORK 10019
NAME OF SUBMITTER:	LEON A. YEL
SIGNATURE:	/Leon A. Yel/
DATE SIGNED:	04/26/2023
Total Attachments: 5	
source=Keywell - IP Security Agreement (April 2023)#page1.tif	
source=Keywell - IP Security Agreement (April 2023)#page2.tif	
source=Keywell - IP Security Agreement (April 2023)#page3.tif	
source=Keywell - IP Security Agreement (April 2023)#page4.tif	
source=Keywell - IP Security Agreement (April 2023)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is made as of this 4th day of April, 2023, by and between **KEYWELL METALS LLC**, a limited liability company organized under the laws of the State of Delaware (the "**Grantor**") and **VALLEY NATIONAL BANK** (the "**Lender**").

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain Credit Agreement dated of even date herewith (as the same hereafter may be amended, restated, supplemented, replaced or refinanced or otherwise modified from time to time, the "**Credit Agreement**"), on the terms and subject to the conditions of which the Lender has agreed to extend to the Grantor credit in the form of a term loan; and

WHEREAS, pursuant to the Credit Agreement the Grantor has granted to the Lender a security interest and lien on substantially all of the Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of its assets, including, but not limited to, all of the Grantor's patents, patent applications, copyrights, trademarks, trademark applications, service marks, trade names, mask works, trade secrets, licenses and any right to use the foregoing (together, the "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. The Credit Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement Agreement.

2. Assignment for Security. To secure the prompt payment and performance to the Lender of the Obligations, the Grantor hereby collaterally assigns, pledges and grants to the Lender a continuing security interest in and to and Lien on all of the Grantor's Intellectual Property (including, without limitation, that Intellectual Property listed on Schedule A attached hereto), whether now owned or existing or hereafter acquired or arising and wheresoever located, and including without limitation all proceeds thereof (such as, by way of example but not limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to any of the Intellectual Property throughout the world, the goodwill of the Grantor's business connected with the use of and symbolized by any trademarks, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "**Intellectual Property Collateral**").

3. Existing Intellectual Property. The Intellectual Property listed on Schedule A constitutes all of the Intellectual Property now owned by the Grantor for which the Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office.

4. **Rights and Remedies.** This security interest is granted in conjunction with the security interest granted to the Lender under the Credit Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Credit Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Agreement or the Credit Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

5. **Limitation on Duty.** Beyond the exercise of reasonable care in the custody and preservation thereof, the Lender will have no duty as to any Intellectual Property in its possession or control or in the possession or control of any bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Lender will be deemed to have exercised reasonable care in the custody and preservation of the Intellectual Property in its possession or control if such property is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Intellectual Property, or for any diminution in the value thereof, by reason of any act or omission of any bailee selected by the Lender in good faith or by reason of any act or omission by the Lender pursuant to instructions from the Lender, except to the extent that such liability arises from the Lender's gross negligence or willful misconduct.

6. **Counterparts.** This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or e-mail shall be deemed to be an original signature hereto.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Grantor, the Lender, all future holders of the Obligations and their respective successors and assigns, except that the Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender.

8. **Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

9. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAW, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

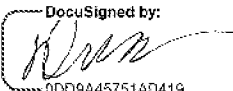
10. WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

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

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed as of the day and year first above written.

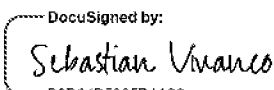
GRANTOR:

KEYWELL METALS LLC

By:  _____
Name: 0DD9A45751AD419...
Title: President

BANK:

VALLEY NATIONAL BANK

By:  _____
Name: B0B64B5305B44C2...
Title: Vice President, Relationship Manager

SCHEDULE A**INTELLECTUAL PROPERTY**

<u>Description</u>	<u>Application/Patent No. or Copyright Registration No.</u>	<u>Issue Date/Registration Date</u>
Materials Handling Device	6,371,718	April 16, 2002
<p>Application Title: Keywell, LLC and Keywell Corporation (“Keywell” Or “Keywell Group”)</p> <p>Title: Keywell, LLC: our reputation is stainless</p> <p>Variant title: Keywell, LLC: our reputation is stainless</p> <p>Other Title: Keywell, LLC and Keywell Corporation (“Keywell” Or “Keywell Group”)</p>	TXu001013647	July 23, 2001