

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8229613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MOP-CLOYES, INC.	02/17/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MARANON CAPITAL, L.P.	
<b>Street Address:</b>	303 W. MADISON STREET	
<b>Internal Address:</b>	SUITE 2500	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60606	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7163479
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	3128637141	
<b>Email:</b>	kristen.lange@goldbergkohn.com	
<b>Correspondent Name:</b>	KRISTEN N. LANGE, PARALEGAL	
<b>Address Line 1:</b>	C/O GOLDBERG KOHN LTD.	
<b>Address Line 2:</b>	55 E. MONROE STREET, SUITE 3300	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603	
<b>ATTORNEY DOCKET NUMBER:</b>	7793.040	
<b>NAME OF SUBMITTER:</b>	KRISTEN N. LANGE	
<b>SIGNATURE:</b>	/kristenlange/	
<b>DATE SIGNED:</b>	10/19/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 8</b>		
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 17, 2022 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “*Patent Security Agreement*”), is made by MOP-Cloyes, Inc., a Delaware corporation (the “*Grantor*”), in favor of Maranon Capital, L.P. for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of February 17, 2022 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “*Security Agreement*”), between the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### SECTION. 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Patent Collateral*”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) (a) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“*USPTO*”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. AUTHORIZATION TO SUPPLEMENT**

If the Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give notice to the Administrative Agent with respect to any such new Patents or renewal or extension of any Patent registration to the extent, and in the manner required by, the Loan Documents. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Patent Security Agreement solely by amending Schedule A to include any such new Patents of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule A.

### **SECTION 5. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

### **SECTION 6. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent obligations as to which no claim has been asserted) or any Letter of Credit remaining outstanding (unless the Outstanding Amount of the L/C Obligations related thereto has been Cash Collateralized, back-stopped by a letter of credit reasonably satisfactory to the applicable L/C Issuer or deemed reissued under another agreement reasonably acceptable to the applicable L/C Issuer). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

### **SECTION 7. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

#### **SECTION 8. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument

[Remainder of page intentionally left blank].

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

MOP-CLOYES, INC.

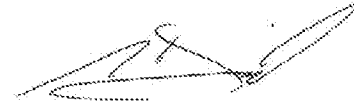
By:   
Name: John Hanighen  
Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT  
REEL: 065278 FRAME: 0280

**MARANON CAPITAL, L.P.,**  
as Administrative Agent

By:

A handwritten signature in black ink, appearing to read 'Greg Daniele', is written over a horizontal line.

Name: Greg Daniele  
Title: Managing Director

SCHEDULE A  
to  
PATENT SECURITY AGREEMENT  
**PATENTS AND PATENT APPLICATIONS**

COUNTRY	TITLE	PATENT NUMBER	ISSUE DATE	Record Owner
United States	CHAIN TENSIONER PLASTIC BLADE WITH IMPROVED STRUCTURAL RIGIDITY AT THE SPRING-END REACTION SURFACES OF THE BLADE	10030743	7/24/18	MOP-Cloyes, Inc.
United States	ADJUSTABLE CAMSHAFT SPROCKET ASSEMBLY AND TOOL FOR SAME	8863711	10/21/14	MOP-Cloyes, Inc.
United States	CHAIN TENSIONER	9206886	12/08/15	MOP-Cloyes, Inc.
United States	ADJUSTABLE CAMSHAFT SPROCKET AND TOOL FOR SAME	8297246	10/30/12	MOP-Cloyes, Inc.
United States	BLADE TENSIONER WITH SPRING RETAINING FEATURES	8715122	5/06/14	MOP-Cloyes, Inc.
United States	INVERTED TOOTH CHAIN SYSTEM WITH INSIDE FLANK ENGAGEMENT	7789783	9/07/10	MOP-Cloyes, Inc.
United States	ADJUSTABLE CAMSHAFT SPROCKET AND TOOL FOR SAME	7845320	12/07/10	MOP-Cloyes, Inc.
United States	SNAP-FIT CHAIN GUIDE WITH SAW-TOOTH FIXING FEATURE	6913552	7/05/05	MOP-Cloyes, Inc.
United States	INTEGRATED DRIVE SPROCKET AND GEAR FOR BALANCE SHAFT	6988479	1/24/06	MOP-Cloyes, Inc.
United States	CUSHIONED SPROCKET AND IMPROVED INVERTED TOOTH CHAIN FOR USE WITH SAME	7094170	8/22/06	MOP-Cloyes, Inc.
United States	ROLLER CHAIN SPROCKET WITH RESILIENT CUSHION RINGS HAVING IMPROVED DURABILITY AND NOISE CHARACTERISTICS	10359107	7/23/19	MOP-Cloyes, Inc.
United States	INVERTED TOOTH CHAIN SPROCKET WITH FREQUENCY MODULATED MESHING	8,668,609	03/11/2014	MOP-Cloyes, Inc.
United States	INVERTED TOOTH CHAIN SPROCKET WITH FREQUENCY MODULATED MESHING	8,641,565	02/04/2014	MOP-Cloyes, Inc.
United States	CAPTIVE FASTENER APPARATUS FOR CHAIN GUIDE OR TENSIONER ARM	8,858,375	10/14/2014	MOP-Cloyes, Inc.
United States	INVERTED TOOTH CHAIN AND SPROCKET DRIVE SYSTEM WITH REDUCED MESHING IMPACT	8,628,440	01/14/2014	MOP-Cloyes, Inc.
United States	INVERTED TOOTH CHAIN AND SPROCKET DRIVE SYSTEM WITH REDUCED MESHING IMPACT	8,672,786	03/18/2014	MOP-Cloyes, Inc.



United States	BLADE TENSIONER WITH CAPTURED SPRING	8,617,012	12/31/2013	MOP-Cloyes, Inc.
United States	INVERTED TOOTH CHAIN SPROCKET WITH FREQUENCY MODULATED MESHING FEATURES	8,708,849	04/29/2014	MOP-Cloyes, Inc.
United States	BLADE TENSIONER AND BRACKET FOR BLADE TENSIONER INCLUDING POCKET PIVOT FEATURE	8,672,785	03/18/2014	MOP-Cloyes, Inc.

**SCHEDULE A  
TO  
PATENT SECURITY AGREEMENT**  
(continued)

**PATENTS AND PATENT APPLICATIONS**

<b>COUNTRY</b>	<b>TITLE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>	<b>Record Owner</b>
United States	Snap-fit chain guide with locking connector arrangement	7163479	01/16/07	MOP-Cloyes, Inc.