

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI5187

<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>
Filter Resources, LLC	02/02/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	ANTARES CAPITAL LP, as Agent
<b>Street Address:</b>	500 W. Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9724630
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	3129939767
<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>	(312)9932617
<b>Email:</b>	atoosa.nowrouzi@lw.com
<b>Correspondent Name:</b>	Atoosa Nowrouzi
<b>Address Line 1:</b>	C/O Latham and Watkins 330 N Wabash Ave
<b>Address Line 2:</b>	Suite 2800
<b>Address Line 4:</b>	Chicago , ILLINOIS 60611
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0668 (AN)
<b>NAME OF SUBMITTER:</b>	Atoosa Nowrouzi
<b>SIGNATURE:</b>	Atoosa Nowrouzi
<b>DATE SIGNED:</b>	02/07/2024
<b>Total Attachments: 5</b>	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 2, 2024 is made by Filter Resources, LLC, a Delaware limited liability company (the “Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Motion Control Acquisition Corp., a Delaware corporation (“Holdings”), Motion & Control Enterprises LLC, a Delaware limited liability company (“MCE”), and MCE Diversified LLC, a Delaware limited liability company (“Diversified” and together with MCE, collectively, the “Borrowers”), Agent, and the lenders party thereto (collectively, the “Lenders”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder to Guarantee and Collateral Agreement of even date herewith (the “Joinder Agreement”), which Joinder Agreement supplements that certain Guarantee and Collateral Agreement dated as of June 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Agent (on behalf of the Lenders), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those United States Patents referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any “intent to use” Patent applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided further that, upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Patent applications shall be included in the Patent Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.      Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4.      Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5.      Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**FILTER RESOURCES, LLC,**  
as Grantor

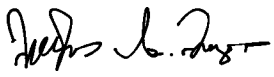
By: *Michelle Burnett*  
Name: Michelle Burnett  
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 066407 FRAME: 0421**

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Agent

By:   
Name: Hector Del Razo  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO PATENT SECURITY AGREEMENT

Patents

<b>Grantor</b>	<b>Patent</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>
Filter Resources, LLC	Pleated woven wire filter	14/251,633	2014-04-13	9,724,630
Filter Resources, LLC	Pleated woven wire filter	2015003982	2014-04-13	384718