

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI220088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HENNIG, INC.	05/08/2024
ADVANCED MACHINE & ENGINEERING CO.	05/08/2024
GOELLNER, INC.	05/08/2024
RECEIVING PARTY DATA	
Company Name:	Illinois Bank & Trust, a Division of HTLF Bank, as Agent
Street Address:	4571 Guilford Road
City:	Rockford
State/Country:	ILLINOIS
Postal Code:	61107
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8695465
Patent Number:	D837017
Patent Number:	D857064
Patent Number:	D871884
Patent Number:	D872554
Patent Number:	D871885
Patent Number:	10480567
Patent Number:	10882124
Patent Number:	10799994
Patent Number:	7638061
CORRESPONDENCE DATA	
Fax Number:	3124996701
<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:	3124996700
Email:	tapatterson@duanemorris.com
Correspondent Name:	Brian P. Kerwin
Address Line 1:	190 S. LaSalle Street, Suite 3700
Address Line 2:	Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603-3433	
ATTORNEY DOCKET NUMBER:	H6745-00007
NAME OF SUBMITTER:	Tracy Patterson
SIGNATURE:	Tracy Patterson
DATE SIGNED:	05/08/2024
Total Attachments: 14 source=Confirmatory Grant of Security Interest in IP (Hennig)#page1.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page2.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page3.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page4.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page5.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page6.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page7.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page8.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page9.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page10.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page11.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page12.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page13.tif source=Confirmatory Grant of Security Interest in IP (Hennig)#page14.tif	

**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (as amended, restated, supplemented or otherwise modified from time to time, this “**Confirmatory Grant**”), dated as of May 8, 2024, is made by **HENNIG, INC.**, an Illinois corporation (“**Hennig**”), and **ADVANCED MACHINE & ENGINEERING CO.**, an Illinois corporation (“**AME**”; together with Hennig and any other Persons that may from time to time hereafter become parties hereto as Borrowers (as defined in the Loan Agreement (as hereinafter defined)) pursuant to the terms and provisions of the Loan Agreement, are sometimes hereinafter referred to individually and collectively as “**Borrower**” and/or “**Borrowers**”), and **GOELLNER, INC.**, an Illinois corporation (the “**Parent**”) in favor of **ILLINOIS BANK & TRUST, A DIVISION OF HTLF BANK**, in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “Agent”).

RECITALS

WHEREAS, Borrower, the other Loan Parties thereto, the Guarantors party thereto from time to time, Agent and the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides for (i) Lenders to make certain loans to Borrower, and (ii) the grant by the Loan Parties to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in the Loan Parties’ assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Loan Party (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, each Loan Party hereby grants to Agent, on behalf of and for the benefit of itself and the Lenders, a continuing security interest (and hereby confirms its grant of a continuing security interest to Agent, on behalf of and for the benefit of itself and the Lenders under the Loan Agreement) in and to any and all of such Loan Party's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Loan Parties' business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Each Loan Party acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies

of a secured party under the UCC. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Liabilities and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by Loan Parties, at each Loan Party's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Loan Parties to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Loan Parties and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Loan Parties after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon each Loan Party and their successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Loan Parties shall not assign this Confirmatory Grant or any of Loan Parties' Liabilities and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Each Loan Party agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Each Loan Party acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Loan Parties; and each Loan Party hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Loan Parties have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

**HENNIG, INC., and
ADVANCED MACHINE &
ENGINEERING CO.,**
each an Illinois corporation

By: Alex Goellner
Name: Alex Goellner
Title: Treasurer and Assistant Secretary

GOELLNER, INC.,
an Illinois corporation

By: Alex Goellner
Name: Alex Goellner
Title: Assistant Secretary

Agreed and Accepted:

ILLINOIS BANK & TRUST, A DIVISION OF HTLF BANK

By: Thomas Cwynar
Name: Thomas Cwynar
Its: Senior Vice President

EXHIBIT A

PATENTS
































See attached.

Case Number	Country	Sub Case	Case Type	Application Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date	Title
507800	US		PRI	Granted	12/858,612	18-Aug-2010	8,695,465	15-Apr-2014	22-Apr-2032	Saw Blade Stabilizer and Method
510785-DES	US		PDS	Granted	29/556,091	26-Feb-2016	D837,017	01-Jan-2019	07-Jan-2035	Centering Dovetail Vise
510785-DES-DIV1	US		DDV	Granted	29/668,416	30-Oct-2018	D857,064	20-Aug-2019	20-Aug-2034	Centering Dovetail Vise
510785-DES-DIV2	US		DDV	Granted	29/668,426	30-Oct-2018	D871,884	07-Jan-2020	07-Jan-2035	Centering Dovetail Vise
510785-DES-DIV3	US		DDV	Granted	29/668,431	30-Oct-2018	D872,554	14-Jan-2020	14-Jan-2035	Centering Dovetail Vise
510785-DES-DIV4	US		DDV	Granted	29/668,433	30-Oct-2018	D871,885	07-Jan-2020	07-Jan-2035	Centering Dovetail Vise
511303	US		PRI	Granted	15/787,546	18-Oct-2017	10,480,567	19-Nov-2019	12-May-2038	Ball Element with Retracting Stud
511504	US		PRI	Granted	16/124,729	07-Sep-2018	10,882,124	05-Jan-2021	08-Dec-2038	Saw Blade Stabilizer and Method
511595	US		PRI	To Be Abandoned	16/123,787	06-Sep-2018	10,799,994	13-Oct-2020	06-Sep-2038	Automatic Load Table

Case Number	Country	Country Name	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date	Status	Title
507153	US	United States of America	ORD	11/220,188	06-Sep-2005	7,638,061	29-Dec-2009	22-Nov-2027	Granted	Coolant Fluid Cleaning Method, System, and Apparatus

EXHIBIT B
TRADEMARKS

See attached.

Image	Trademark Name	Case	Country	Case Type	Application Number	Filing Date	Registration Number	Registration Date	Status
	AM AND DESIGN	511163	United States of America	PRI	87/376,103	17-Mar-2017	5,345,138	28-Nov-2017	Registered
	AM AND DESIGN	511163-CA	Canada	ORD	1839479	26-May-2017	1,065,576	06-Dec-2019	Registered
	AM AND DESIGN	511163-GB	United Kingdom	PRI	1364487	04-Apr-2017	UK00801364487	09-Feb-2018	Registered
	AM AND DESIGN	511163-WP	Int'l Registration - Madrid	ORD	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN	511163-WP-EM	European Union (Community)	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN	511163-WP-IN	India	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN	511163-WP-KR	Korea, Republic of	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN	511163-WP-MX3	Mexico	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN	511163-WP-MX4	Mexico	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN	511163-WP-RU	Russian Federation	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN (Class 35)	512031-MX-2	Mexico	ORD	2245699	08-Aug-2019			Pending
	AM AND DESIGN (Class 37)	511163-WP-CN2	China (People's Republic)	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN (Class 42)	511163-WP-CN3	China (People's Republic)	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN (Class 7)	511163-WP-CN1	China (People's Republic)	MPR	A0066099	04-Apr-2017	1364487	04-Apr-2017	Registered
	AM AND DESIGN (Class 7)	512031-MX-1	Mexico	ORD	2245697	08-Aug-2019			Pending
	AMROK AND DESIGN	511283	United States of America	PRI	75/645,871	22-Feb-1999	2,466,288	03-Jul-2001	Registered
	AMSAW	511281	United States of America	MPR	79/187,575	03-Mar-2016	5,163,595	21-Mar-2017	Registered
	AMSAW	511281-DE	Germany	ORD	3020150000965	08-Jan-2015	302015000096	04-Mar-2015	Registered
	AMSAW	511281-WP	Int'l Registration	ORD	1270384	06-Jul-2015	1270384	06-Jul-2015	Registered
	AMSAW	511281-WP-CN	China (People's Republic)	MPR	1270384	06-Jul-2015	1270384	17-Jan-2022	Registered
	AMSAW	511281-WP-MX	Mexico	MPR	1270384	06-Jul-2015	1270384	06-Jul-2015	Registered
	AMSAW	511281-WP-RU	Russian Federation	MPR	1270384	06-Jul-2015	1270384	06-Jul-2015	Registered
	AMSAW	511281-WP-UA	Ukraine	MPR	1270384	06-Jul-2015	1270384	06-Jul-2015	Registered
	AMSAW	512076-EM	European Union	ORD	009683517	25-Jan-2011	009683517	08-Jun-2011	Registered
	AMSAW	512076-GB	United Kingdom	ORD	009683517	25-Jan-2011	UK00909683517	08-Jun-2011	Registered
	AMSAW	512532-CN	China (People's Republic)	ORD	54853768	01-Apr-2021	54853768	21-May-2022	Registered
	AMSAW AND DESIGN	511285	United States of America	PRI	75/575,594	21-Oct-1998	2,482,930	28-Aug-2001	Registered
	S.A.F.E. AND DESIGN	511291	United States of America	PRI	73/500,600	21-Sep-1984	1,357,612	03-Sep-1985	Registered
	WAGNER	511377	United States of America	PRI	87/669,246	02-Nov-2017	5,630,731	18-Dec-2018	Registered
	WAGNER AND DESIGN	511375	United States of America	PRI	87/662,793	27-Oct-2017	5,724,667	16-Apr-2019	Registered
	WAGNER AND DESIGN	511375-BR	Brazil	ORD	914551566	20-Apr-2018	914551566	01-Jun-2021	Registered



WAGNER AND DESIGN	511375-MX	Mexico	ORD	2778840	05-Jul-2022	2468948	01-Nov-2022	Registered
WAGNER AND DESIGN	511375-WP	Int'l Registration	ORD	A0075199	18-Apr-2018	1402969	18-Apr-2018	Registered


Trademark Name	Image	Case Number	Country Name	Case Type	Application Number	Filing Date	Registration Number	Registration Date	Status
HENNIG		511293	United States of America	PRI	78/514,753	10-Nov-2004	3,092,500	16-May-2006	Registered
HENNIG		511294	United States of America	PRI	73/013,414	14-Feb-1974	0,997,904	12-Nov-1974	Registered

EXHIBIT C
COPYRIGHTS

None.