

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI395577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BRANER USA, LLC	05/31/2024
RECEIVING PARTY DATA	
Company Name:	MATSUNAGA HOLDINGS, INC.
Street Address:	25640 St. Mary's Road
City:	Mettawa
State/Country:	ILLINOIS
Postal Code:	60048
Company Name:	NEWSRING MEZZANINE CAPITAL V, L.P.
Street Address:	555 East Lancaster Avenue
Internal Address:	3rd Floor
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
Company Name:	HOLLEWAY IPA FUND, LP
Street Address:	8000 Maryland Ave
Internal Address:	Suite 420
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Company Name:	ALDINE CAPITAL FUND IV, L.P.
Street Address:	444 W. Lake Street
Internal Address:	Suite 4550
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10160017
Patent Number:	7966916

Property Type	Number
Patent Number:	8201429
Patent Number:	9943974
Patent Number:	9808951

CORRESPONDENCE DATA

Fax Number: 4142735198

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: 4142733500

Email: docketing@gklaw.com

Correspondent Name: Jennifer L. Gregor

Address Line 1: 833 E. Michigan Street

Address Line 2: Suite 1800

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	ASHLEIGH LOSINIECKI
SIGNATURE:	ASHLEIGH LOSINIECKI
DATE SIGNED:	08/02/2024

Total Attachments: 6

source=Braner - Patent and Trademark Security Agreement (Mezz)#page1.tiff

source=Braner - Patent and Trademark Security Agreement (Mezz)#page2.tiff

source=Braner - Patent and Trademark Security Agreement (Mezz)#page3.tiff

source=Braner - Patent and Trademark Security Agreement (Mezz)#page4.tiff

source=Braner - Patent and Trademark Security Agreement (Mezz)#page5.tiff

source=Braner - Patent and Trademark Security Agreement (Mezz)#page6.tiff

THIS PATENT AND TRADEMARK SECURITY AGREEMENT IS SUBORDINATED TO THE "SENIOR DEBT" (AS DEFINED IN THE INTERCREDITOR AGREEMENT REFERRED TO BELOW) IN THE MANNER AND TO THE EXTENT SET FORTH IN THE INTERCREDITOR AGREEMENT OF EVEN DATE HERewith (THE "INTERCREDITOR AGREEMENT") BY AND AMONG NORTHBROOK BANK & TRUST COMPANY, N.A., BRANER HOLDINGS, LLC, BRANER REAL ESTATE, LLC, BRANER USA, LLC, ALDINE CAPITAL FUND IV, L.P., NEWSRING MEZZANINE CAPITAL V, L.P., HOLLEWAY IPA FUND, LP, AND MATSUNAGA HOLDINGS, INC., TO WHICH REFERENCE IS MADE FOR THE TERMS OF SUCH SUBORDINATION AND FOR LIMITATIONS ON ENFORCEMENT OF THE PROVISIONS HEREOF AND OF RETENTION OF PAYMENTS RECEIVED HEREUNDER.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 31, 2024, is entered into by **BRANER USA, LLC**, a Delaware limited liability company ("Grantor"), in favor of **ALDINE CAPITAL FUND IV, L.P.**, a Delaware limited partnership ("Aldine"), **NEWSRING MEZZANINE CAPITAL V, L.P.**, a Delaware limited partnership ("NewSpring"), and **HOLLEWAY IPA FUND, LP**, a Delaware limited partnership ("Holleway"); Aldine, NewSpring and Holleway, collectively, the "Mezzanine Lenders" and each, a "Mezzanine Lender"), **MATSUNAGA HOLDINGS, INC.**, an Illinois corporation (the "Seller Investor"), the Mezzanine Lenders and the Seller Investor, collectively, the "Secured Parties" and each, a "Secured Party") and **HOLLEWAY IPA FUND, LP**, in its capacity as administrative agent for the Secured Parties hereunder, (the "Agent").

RECITALS

A. WHEREAS, Grantor, **BRANER HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **BRANER REAL ESTATE, LLC**, a Delaware limited liability company ("Braner RE") and collectively with Holdings and Grantor, the "Borrowers") and the Mezzanine Lenders are parties to that certain Securities Purchase Agreement dated May 31, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement").

B. WHEREAS, Grantor, Holdings, Braner RE and the Seller Investor are parties to that certain Rollover Note Agreement dated May 31, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Rollover Note Agreement").

C. WHEREAS, the Borrowers and the Secured Parties are parties to that certain Security Agreement dated May 31, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Security Agreement").

D. WHEREAS, pursuant to the terms of the Securities Purchase Agreement and the Rollover Note Agreement, as applicable, the Secured Parties have agreed to make loans to the Borrowers.

E. WHEREAS, pursuant to the terms of the Subordinated Security Agreement, the Borrowers have granted to the Secured Parties a security interest in substantially all the assets of the Borrowers, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Securities Purchase Agreement and the Rollover Note Agreement.

In consideration of the mutual agreements set forth herein and in the Securities Purchase Agreement, the Rollover Note Agreement and Subordinated Security Agreement, Grantor does hereby grant to the Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");
- (3) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 (items 3 through 4 being herein collectively referred to as the "Patent Collateral").

Notwithstanding the foregoing, the Trademark Collateral and the Patent Collateral shall not include, and the Secured Parties are not granted a security interest in, any Collateral excluded pursuant to the terms of the Subordinated Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Subordinated Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral and Patent Collateral made

and granted hereby are more fully set forth in the Subordinated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARDING TO CONFLICT OF LAWS PRINCIPLES. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

The undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first written above.

BRANER USA, LLC

By: 

Name: E. Wesley Hampp

Its: Manager

[Signature Page to Subordinated Patent and Trademark Security Agreement]

PATENT
REEL: 068162 FRAME: 0910

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

United States Trademarks and Trademark Applications

MARK	COUNTRY	REG. NO.	REG. DATE	STATUS
KEVIN	US	6568939	23-NOV-2021	Registered
TURRET HEAD	US	6473164	31-AUG-2021	Registered
BRANER	US	6600194	28-DEC-2021	Registered
CLUSTER LEVELER	US	2061777	13-MAY-1997	Registered
LOOPCO	US	1175821	03-NOV-1981	Registered
SWINGER	US	0954998	13-MAR-1973	Registered

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

United States Patents and Patent Applications

TITLE	COUNTRY	PATENT NO.	ISSUE DATE	STATUS
TORQUE BALANCING ROLL FORMING MACHINE	US	10160017	25-DEC-2018	Issued
TOOL LOCKING SYSTEM	US	7966916	28-JUN-2011	Issued
BLANKING LINE USING SLITTER AS FEEDER	US	8201429	19-JUN-2012	Issued
THREADING FOR SLITTER	US	9943974	17-APR-2018	Issued
SCRAP WINDER	US	9808951	07-NOV-2017	Issued