

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI402330

<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>
Hardinge Inc.	07/31/2024
Forkardt Inc.	07/31/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Centre Lane Solutions Partners, LP
<b>Street Address:</b>	60 East 42nd Street
<b>Internal Address:</b>	Suite 2220
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10165
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7137632
Patent Number:	7954825
Patent Number:	8459659
Patent Number:	8720311
Patent Number:	8746704
Patent Number:	6640679
Patent Number:	6726221
Patent Number:	6883407
Patent Number:	6655699
Patent Number:	6913268
Application Number:	17639211
PCT Number:	US2048176
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6179603939
<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>	(617)9603939
<b>Email:</b>	ecallais@jonesday.com,jberezna@jonesday.com

**Correspondent Name:** JONES DAY  
**Address Line 1:** 250 Vesey Street  
**Address Line 4:** New York, NEW YORK 10281-1047

**ATTORNEY DOCKET NUMBER:** 875143-000052

**NAME OF SUBMITTER:** John Bereznak

**SIGNATURE:** John Bereznak

**DATE SIGNED:** 08/05/2024

**Total Attachments: 28**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is made this 31<sup>st</sup> day of July, 2024, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **CENTRE LANE SOLUTIONS PARTNERS, LP**, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”).

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of July 31, 2024 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), by and among **HARDINGE INC.**, a New York corporation (the “**Borrower**”), the guarantors from time to time party thereto, the lenders from time to time party thereto as Lenders (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “**Lender**”), and Administrative Agent (together, with the Lenders, the “**Lending Parties**”), the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lending Parties, this Patent Security Agreement.

**WHEREAS**, reference is made to the Security Agreement, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), by and among the U.S. Grantors and Administrative Agent.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them, directly or by reference, in the Security Agreement. This Patent Security Agreement shall be subject to the rules of construction set forth in Section 11.19 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby grants and pledges to Administrative Agent, for the benefit of each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “**Security Interest**”), with the priority specified in DIP Orders, in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, but excluding any Excluded Assets, the “**Patent Collateral**”):

(a) all of its Patents including those referred to on **Schedule I**; and

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Lending Parties or any of them, but for the fact that they are unenforceable or not allowable as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

4. CREDIT AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Lending Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Patent Security Agreement by amending **Schedule I** to include any such new patents or patent applications owned by Grantors and included in the Collateral. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Administrative Agent's continuing Security Interest in all Collateral, whether or not listed on **Schedule I**.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 11.16, 11.21 AND 11.22 OF THE CREDIT AGREEMENT,

AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE,  
*MUTATIS MUTANDIS.*


8. DIP ORDERS GOVERN. The Grantors and Administrative Agent agree that any reference contained herein to any DIP Order shall include all terms, conditions, and provisions of such DIP Order and that each DIP Order is incorporated herein for all purposes. To the extent there is any inconsistency between the terms of this Agreement and the terms of the DIP Orders, the terms of the DIP Orders shall govern, whether or not any provision hereof is expressly subject to the DIP Orders.

*[Signature Pages follow]*

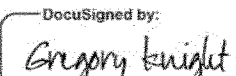
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

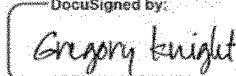
**HARDINGE INC.**

By:   
3EFED508DD5047F...  
Name: Gregory Knight  
Title: Chief Operating Officer, Chief Executive Officer  
and President

**HARDINGE GRINDING GROUP INC.**

By:   
3EFED508DD5047F...  
Name: Gregory Knight  
Title: President


**HARDINGE TECHNOLOGY SYSTEMS, INC.**

By:   
3EFED508DD5047F...  
Name: Gregory Knight  
Title: President

**HARDINGE VENTURES LLC**

By: \_\_\_\_\_  
Name: Hoil Kim  
Title: Vice President and Secretary

**FORKARDT INC.**

By:   
3EFED508DD5047F...  
Name: Gregory Knight  
Title: President

**IN WITNESS WHEREOF**, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**HARDINGE INC.**

By: \_\_\_\_\_  
Name: Gregory Knight  
Title: Chief Operating Officer, Chief Executive Officer  
and President

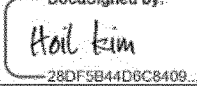
**HARDINGE GRINDING GROUP INC.**

By: \_\_\_\_\_  
Name: Gregory Knight  
Title: President

**HARDINGE TECHNOLOGY SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Gregory Knight  
Title: President

**HARDINGE VENTURES LLC**

By:  \_\_\_\_\_  
Name: Hoil Kim  
Title: Vice President and Secretary

**FORKARDT INC.**

By: \_\_\_\_\_  
Name: Gregory Knight  
Title: President

**OHIO TOOL WORKS, LLC**

DocuSigned by:  
By: Hoil Kim  
28DE5B44D6C8409  
Name: Hoil Kim  
Title: Vice President and Secretary

**KELLENBERGER SWISS GRINDING MACHINES,  
LLC**

\_\_\_\_\_  
Name: Adrian Frankum  
Title: Chief Restructuring Officer



OHIO TOOL WORKS, LLC, a Delaware limited  
liability company

By: \_\_\_\_\_  
Name: Hoil Kim  
Title: Vice President and Secretary

KELLENBERGER SWISS GRINDING  
MACHINES, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: Adrian Frankum  
Title: Chief Restructuring Officer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 068320 FRAME: 0259**

**ADMINISTRATIVE AGENT:**

**CENTRE LANE SOLUTIONS PARTNERS, LP**

By: 

Name: Quinn Morgan

Title: Authorized Signatory

*[Signature Page to Patent Security Agreement]*

**PATENT**  
**REEL: 068320 FRAME: 0260**

# SCHEDULE I TO PATENT SECURITY AGREEMENT

## Patents

### Registered Patents & Applications

Owner	Title	Country	Patent No.	Grant Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HARDINGE INC.	FORCE LIMITING WORKPIECE HOLDING DEVICE	United States of America	7,137,632	Nov. 21, 2006
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FORKARDT INC.	QUICK-RELEASE JAWS WITH SINGLE-PIECE BEARING CHUCK	United States of America	7,954,825	Jun. 7, 2011
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FORKARDT INC.	HYBRID LATHE CHUCK	United States of America	8,459,659	Jun. 11, 2013
HARDINGE INC.	TOOL HOLDER	United States of America	8,720,311	May 13, 2014
FORKARDT INC.	WORK-HOLDING CHUCK WITH QUICK- RELEASE JAWS	United States of America	8,746,704	Jun. 10, 2014
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HARDINGE INC.	COLLET ADAPTER CHUCK ASSEMBLY WITH AXIALLY FIXED COLLET HEAD	United States of America	6,640,679	Nov. 04, 2003

[REDACTED]

*[Signature Page to Patent Security Agreement]*

PATENT  
REEL: 068320 FRAME: 0261

Owner	Title	Country	Patent No.	Grant Date
HARDINGE INC.	DEAD LENGTH COLLET CHUCK ASSEMBLY	United States of America	6,726,221	Apr. 27, 2004
HARDINGE INC.	EXPANDING COLLET ASSEMBLY FOR PICK-OFF SPINDLE	United States of America	6,883,407	Apr. 26, 2005
FORKARDT INC.	SIX JAW EQUALIZING CHUCK	United States of America	6,655,699	Dec. 02, 2003
FORKARDT INC.	ROTATION-INDEPENDENT ACTUATION OF A MACHINE ELEMENT	United States of America	6,913,268	Jul. 05, 2005
HARDINGE INC.	HYDROSTATIC BEARING FOR LINEAR MOTION GUIDANCE	European Patent Office	1534969	Jul. 01, 2009
HARDINGE INC.	HYDROSTATIC BEARING FOR LINEAR GUIDANCE	Germany	60328200.8-08	Aug. 13, 2009
HARDINGE INC.	HYDROSTATIC BEARING FOR LINEAR MOTION GUIDANCE	Italy	1534969	Jul. 01, 2009
HARDINGE INC.	HYDROSTATIC BEARING TO GUIDE LINEAR MOVEMENTS.	Spain	ES2329671T3	Nov. 30, 2009
HARDINGE INC.	HYDROSTATIC BEARING FOR LINEAR MOTION GUIDANCE	Republic of Korea	100989668	Oct. 26, 2010
HARDINGE INC.	BELT-DRIVEN INDEXING TOOL TURRET ASSEMBLY	China	101795816	Jun. 13, 2012
HARDINGE INC.	BELT-DRIVEN INDEXING TOOL TURRET ASSEMBLY	Czech Republic	2173519	Jun. 22, 2011
HARDINGE INC.	BELT-DRIVEN INDEXING TOOL TURRET ASSEMBLY	European Patent Office	2173519	Jun. 22, 2011
HARDINGE INC.	BELT-DRIVEN INDEXING TOOL TURRET ASSEMBLY	Germany	602008007817.5	Jun. 22, 2011
HARDINGE INC.	BELT-DRIVEN INDEXING TOOL TURRET ASSEMBLY	Italy	27164/BE/2011	Jun. 22, 2011

Owner	Title	Country	Patent No.	Grant Date
HARDINGE INC.	BELT-DRIVEN INDEXING TOOL TURRET ASSEMBLY	Republic of Korea	101531655	Jun. 25, 2015
HARDINGE INC.	BELT-DRIVEN ROTARY TOOL TURRET ASSEMBLY	Japan	5281083	May 31, 2013
HARDINGE INC.	TOOL HOLDER	Germany	102010037927	Apr. 10, 2014
HARDINGE INC.	TOOL HOLDER	Italy	1401535	Jul. 26, 2013
HARDINGE INC.	TOOL HOLDER	Republic of Korea	101734296	May 11, 2017
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Schedule I-3

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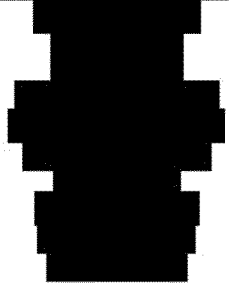








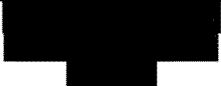
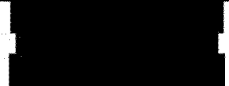



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Schedule I-4

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Applied for Patents

Owner	Title	Country	Application No.	Filing Date
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	Canada	3148464	Aug. 27, 2020
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	China	202080061134.8	Aug. 27, 2020
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	European Patent Office	20859182	Aug. 27, 2020
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	India	202217011485	Mar. 03, 2022
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	Japan	202251007	Aug. 27, 2020
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	Republic of Korea	1020227010041	Aug. 27, 2020
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	United States of America	17/639211	Feb. 28, 2022
				
HARDINGE INC.	CHUCK WITH IMPROVED GRIPPING STROKE	Patent Cooperation Treaty	PCT/US2020/048176	Aug. 27, 2020
				
				

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Schedule I-6

**PATENT**  
**REEL: 068320 FRAME: 0266**



Owner	Title	Country	Application No.	Filing Date
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HARDINGE INC.	HYDROSTATIC BEARING FOR LINEAR MOTION GUIDANCE	Japan	2004531551	Aug. 28, 2003
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Schedule I-9

PATENT  
REEL: 068320 FRAME: 0269

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

NAI-1540694094v4

Schedule I-11

PATENT  
REEL: 068320 FRAME: 0271

Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

NAI-1540694094v4

Schedule I-12

PATENT  
REEL: 068320 FRAME: 0272

Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

NAI-1540694094v4

Schedule I-13

PATENT  
REEL: 068320 FRAME: 0273

Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]





Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Owner	Title	Country	Application No.	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]