

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI760892

<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>
BPG-ARROWHEAD OPERATIONS, INC.	10/31/2024
BPG-ARROWHEAD WINCH INC.	10/31/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	PATRIOT CAPITAL V, L.P.
<b>Street Address:</b>	800 E. Dallas Street
<b>City:</b>	Broken Arrow
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74012
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16800973
Application Number:	17612190
Application Number:	16522486
Application Number:	17139559
Application Number:	17200395
Application Number:	18694700
Application Number:	17667403
Application Number:	18671745
Application Number:	18908226
Application Number:	29930911
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6123408827
<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>	612-340-2600
<b>Email:</b>	page.stephanie@dorsey.com
<b>Correspondent Name:</b>	Stephanie Page
<b>Address Line 1:</b>	50 South Sixth Street
<b>Address Line 2:</b>	Suite 1500
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	Paccar Winch, Inc.
<b>NAME OF SUBMITTER:</b>	Stephanie Page
<b>SIGNATURE:</b>	Stephanie Page
<b>DATE SIGNED:</b>	01/16/2025
<b>Total Attachments: 5</b> source=07.b. Paccar Patent Security Agreement#page1.tiff source=07.b. Paccar Patent Security Agreement#page2.tiff source=07.b. Paccar Patent Security Agreement#page3.tiff source=07.b. Paccar Patent Security Agreement#page4.tiff source=07.b. Paccar Patent Security Agreement#page5.tiff	

THE OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATED IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE “INTERCREDITOR AGREEMENT”) DATED AS OF OCTOBER 31, 2024, AMONG PNC BANK, NATIONAL ASSOCIATION AND PATRIOT CAPITAL V, L.P. TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED TO PNC BANK, NATIONAL ASSOCIATION WITH RESPECT TO THE SENIOR INDEBTEDNESS (AS THAT TERM IS DEFINED IN THE INTERCREDITOR AGREEMENT), AND EACH HOLDER HEREOF, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Patent Security Agreement”) is made as of this 31st day of October, 2024, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and PATRIOT CAPITAL V, L.P., in its capacity as collateral agent for the Purchasers (together with its successors and assigns in such capacity, “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase and Security Agreement dated as of October 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Note Purchase Agreement”) among BPG-ARROWHEAD OPERATIONS, INC., a Delaware corporation (“Holdings”), initially as the sole “Issuer”, then, effective upon consummation of the Closing Date Transaction, the Issuer Assumption and the Guarantor Conversion, as a Guarantor (as hereinafter defined), BPG-ARROWHEAD WINCH INC. (f/k/a PACCAR Winch Inc), a Delaware corporation (“BPG-Winch”, and together with each other Person joined thereto as an issuer from time to time, and all of their respective permitted successors and assigns, collectively, the “Issuers”, and each an “Issuer”), effective upon consummation of the Closing Date Transaction, Holdings and each other Person joined thereto as a guarantor from time to time, and all of their respective permitted successors and assigns (collectively, the “Guarantors”, and each a “Guarantor”, and together with the Issuers, collectively, the “Note Parties”, and each a “Note Party”), the financial institutions which are now or which hereafter become a party thereto as purchasers, and all of their respective permitted successors and assigns (collectively, the “Purchasers”, and each individually a “Purchaser”), and Collateral Agent, the Purchasers agreed to make certain financial accommodations available to Note Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Note Purchase Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien on all of such Grantor's Collateral, including all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of such Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. NOTE PURCHASE AGREEMENT. The continuing security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation, of the continuing security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Note Purchase Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement. The terms and provisions of the Note Purchase Agreement, as may be applicable to any Grantor, are incorporated by reference herein *mutatis mutandis* as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with the terms of the Note Purchase Agreement, the terms of the Note Purchase Agreement, shall control unless Collateral Agent otherwise determines.

5. UPDATES. If any Grantor shall create or obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall update Schedule I of this Patent Security Agreement simultaneously upon updating any similar schedule in the Note Purchase Agreement pursuant to the requirements of Section 9.17 of the Note Purchase Agreement. 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

Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (and cash collateralization of asserted indemnification Claims in accordance with the terms of the Note Purchase Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

9. OTHER DOCUMENT. This Patent Security Agreement is an Other Document for all purposes under the Note Purchase Agreement.

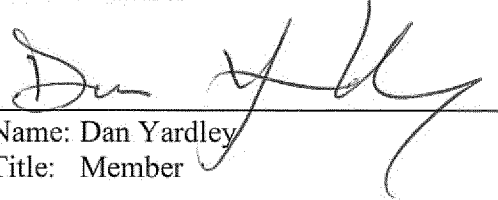
*[Remainder of page intentionally left blank; signature page follows.]*

ACCEPTED AND  
ACKNOWLEDGED BY:

PATRIOT CAPITAL V, L.P.,  
as Collateral Agent

By: Patriot Partners V, LLC  
Its: General Partner

By:

  
Name: Dan Yardley  
Title: Member

Signature Page to Patent Security Agreement

**PATENT**  
**REEL: 069898 FRAME: 0928**

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patents

<b>Grantor</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
BPG-Arrowhead Winch Inc.	16/800973	25-Feb-2020	11125252	21-Sep-2021	HYDRAULIC SYSTEMS FOR HEAVY EQUIPMENT
BPG-Arrowhead Winch Inc.	17/612190	17-Nov-2021	---	---	WINCH OR HOIST HAVING A GEARBOX WITH HIGH-CONTACT RATIO GEARS
BPG-Arrowhead Winch Inc.	16/522486	25-Jul-2019	10942043	09-Mar-2021	ENCODER
BPG-Arrowhead Winch Inc.	17/139559	31-Dec-2020	---	---	ELECTRIC MOTOR ASSEMBLIES AND SPINDLE ASSEMBLIES FOR ROTATION
BPG-Arrowhead Winch Inc.	17/200395	12-Mar-2021	12017894	25-Jun-2024	MECHANICAL BRAKE
BPG-Arrowhead Winch Inc.	18/694700	22-Mar-2024	---	---	STAND-ALONE ELECTRONIC CONTROL OF WINCHES
BPG-Arrowhead Winch Inc.	17/667403	08-Feb-2022	---	---	WINCH MOUNTING SYSTEMS
BPG-Arrowhead Winch Inc.	18/671745	22-May-2024	---	---	RADIAL LOAD MEASURING APPARATUS
BPG-Arrowhead Winch Inc.	18/908226	07-Oct-2024	---	---	MOVEABLE WINCH CONTROL SYSTEM
BPG-Arrowhead Winch Inc.	29/930911	04-Mar-2024	---	---	HOIST COVER