

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3432561

<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>
MANUFACTURING RESOURCES INTERNATIONAL, INC.	06/30/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIFTH THIRD BANK
<b>Street Address:</b>	3344 PEACHTREE ROAD NE, SUITE 800
<b>Internal Address:</b>	MAIL DROP X46306
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>PROPERTY NUMBERS Total: 100</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8208115
Patent Number:	8121163
Patent Number:	8829815
Patent Number:	9030129
Patent Number:	8373541
Patent Number:	8379182
Patent Number:	8015452
Patent Number:	8562770
Patent Number:	D595678
Patent Number:	8508155
Patent Number:	8400570
Patent Number:	8128342
Patent Number:	8654302
Patent Number:	8358397
Patent Number:	8569910
Patent Number:	8350799
Patent Number:	8704752
Patent Number:	8803790

Property Type	Number
Patent Number:	9072166
Patent Number:	8773633
Patent Number:	8497972
Patent Number:	8760613
Patent Number:	8693185
Patent Number:	8988011
Patent Number:	9026686
Patent Number:	8689343
Patent Number:	8351014
Patent Number:	9030641
Patent Number:	8700226
Patent Number:	8441574
Patent Number:	8823916
Patent Number:	8749749
Patent Number:	8988647
Patent Number:	8418387
Patent Number:	8804091
Patent Number:	8369083
Patent Number:	8649170
Patent Number:	8755021
Patent Number:	9065259
Patent Number:	8988635
Application Number:	12422037
Application Number:	12568896
Application Number:	12234360
Application Number:	14508767
Application Number:	14508621
Application Number:	12235200
Application Number:	14709045
Application Number:	13296981
Application Number:	12505041
Application Number:	14050464
Application Number:	12684608
Application Number:	13747226
Application Number:	12706602
Application Number:	12711578
Application Number:	14453966

<b>Property Type</b>	<b>Number</b>
Application Number:	13954469
Application Number:	14247658
Application Number:	12986787
Application Number:	14702443
Application Number:	14253543
Application Number:	14475173
Application Number:	14664213
Application Number:	14457611
Application Number:	13206596
Application Number:	13045272
Application Number:	13361305
Application Number:	14346884
Application Number:	13707762
Application Number:	13649764
Application Number:	13858426
Application Number:	14746271
Application Number:	14055499
Application Number:	14192130
Application Number:	14192435
Application Number:	14198141
Application Number:	14201221
Application Number:	14322962
Application Number:	14326059
Application Number:	14558326
Application Number:	14645076
Application Number:	14230765
Application Number:	14689939
Application Number:	14700519
Application Number:	14740581
Application Number:	14740746
Application Number:	14741118
Application Number:	14740865
Application Number:	14740997
Application Number:	62061950
Application Number:	62061512
Application Number:	62055255
Application Number:	62064304

Property Type	Number
Application Number:	62162420
Application Number:	62161673
Application Number:	62167115
Application Number:	62171323
Application Number:	62183808

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 404-322-6285  
**Email:** kevin.fogle@nelsonmullins.com  
**Correspondent Name:** BRADLEY WAHL  
**Address Line 1:** 201 17TH STREET NW  
**Address Line 2:** SUITE 1700  
**Address Line 4:** ATLANTA, GEORGIA 30363

<b>NAME OF SUBMITTER:</b>	BRADLEY WAHL
<b>SIGNATURE:</b>	/Bradley Wahl/
<b>DATE SIGNED:</b>	07/09/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 18**

- source=Patent Security Agreement MRI#page1.tif
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## PATENT SECURITY AGREEMENT

[MANUFACTURING RESOURCES INTERNATIONAL, INC.]

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 24, 2015 by **MANUFACTURING RESOURCES INTERNATIONAL, INC.**, a Georgia corporation (“**Debtor**”), and **FIFTH THIRD BANK**, an Ohio banking corporation (the “**Bank**”).

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

**WHEREAS**, the Debtor, **AMERICAN PANEL CORPORATION** (“**APC**”), **SHILOH METALWORKS, LLC** (“**Shiloh Metal**”), **APC INTELLECTUAL PROPERTY, LLC** (“**APC IP**”), **MRI INTELLECTUAL PROPERTY, LLC** (“**MRI IP**”), **APC REAL ESTATE HOLDINGS, LLC** (“**APC Real Estate**”) and **MRI REAL ESTATE HOLDINGS, LLC** (“**MRI Real Estate**”) (collectively, the “**Borrowers**”) and the Bank have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the “**Loan Agreement**”);

**WHEREAS**, the Bank has required, as a condition to the extension of the financial accommodations to be extended to the Borrowers under the Loan Agreement, that Debtor pledge and grant to the Bank a Lien on and in its “**Patents**” (as defined herein) as security for the Obligations;

**NOW, THEREFORE**, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and the Bank, by its acceptance hereof, hereby agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. **Security Interest in Patents.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, conditioned upon the occurrence and during the continuation of an Event of Default, all of Debtor’s right, title and interest in and to the following, whether, now existing or hereafter acquired: (a) all patents and patent applications used in Debtor's business and listed on **Schedule I** attached hereto and made a part hereof, and all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof,

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