

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HCC, Inc.		03/13/2023	Corporation: ILLINOIS
Triple C Manufacturing, Inc.		03/13/2023	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Lake Bank & Trust Company, N.A.		
<b>Street Address:</b>	5100 Northwest Highway		
<b>City:</b>	Crystal Lake		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60014		
<b>Entity Type:</b>	National Banking Association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3780619		
<b>Registration Number:</b>	2942102	GATEWAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123468434		
<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>Email:</b>	tm@llegal.com		
<b>Correspondent Name:</b>	George S. Pavlik		
<b>Address Line 1:</b>	120 South Riverside Plaza		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	George S. Pavlik		
<b>SIGNATURE:</b>	/George S. Pavlik/		
<b>DATE SIGNED:</b>	04/11/2023		
<b>Total Attachments: 7</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of March 13, 2023, by and among HCC, INC, an Illinois corporation ("HCC"), and TRIPLE C MANUFACTURING, INC., a Kansas corporation ("Triple C") and, together with HCC, each, individually, a "Grantor" and collectively, the "Grantors"), and CRYSTAL LAKE BANK & TRUST COMPANY, N.A., a national banking association ("Lender").

### RECITALS:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among Grantors, certain affiliates of the Grantors (collectively, with the Grantors, the "Borrowers") and Lender, Lender is willing to make certain financial accommodations to the Borrowers and as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender this 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, Borrower hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Liabilities, a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trademark applications and trademark licenses to which it is a party including those referred to on Schedule I, other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark license.

3. Grant of Security Interest in Patent Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Liabilities, a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule II, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(b) each patent license, including, without limitation, each patent license listed on Schedule II, together with all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule II, any patent issued pursuant to a patent application referred to in Schedule II and any patent licensed under any patent license listed on Schedule II.

4. Security for Secured Obligations. This Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrowers to Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Borrower.

5. Security Agreement. The Security Interest granted pursuant to this Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan 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 Security Agreement and the Loan Agreement, the Loan Agreement shall control.

6. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, each Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 6.

7. Authorization To Supplement. If any Grantor shall obtain rights to any new trademarks or patents, the provisions of this Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks, patents or renewal or extension of any trademark or patent registration. Without limiting the Grantors' obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Security Agreement by amending Schedule I or Schedule II, as applicable, to include any such new trademark rights or patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Security Agreement or amend Schedule I or Schedule II, as applicable, shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, including the Trademark Collateral and the Patent Collateral, whether or not listed on Schedule I or Schedule II, as applicable.

8. Counterparts. This 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 Security Agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security

Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

9. THE VALIDITY OF THIS SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL, PATENT COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH TRADEMARK COLLATERAL, PATENT COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND LENDER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. LENDER AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

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

**GRANTOR:**

HCC, INC., an Illinois corporation

By: Brian Nelson  
Name: Brian Nelson  
Title: Chief Executive Officer

TRIPLE C MANUFACTURING, INC., a Kansas corporation

By: Brian Nelson  
Name: Brian Nelson  
Title: President

**LENDER:**

CRYSTAL LAKE BANK & TRUST COMPANY, N.A.

By: Jonathan Burne  
Name: Jonathan Burne  
Title: Group Senior Vice President

SCHEDULE I  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark Collateral

<u>Grantor</u>	<u>Trademark Description</u>	<u>Trademark Application Number</u>	<u>Trademark Application Date</u>	<u>Trademark Registration Number</u>	<u>Trademark Registration Date</u>
HCC, Inc.	HCC Logo	77-816663	Aug. 31, 2009	3,780,619	April 27, 2010
HCC, Inc.	SieveSense	97/349,479	April 6, 2022	N/A	N/A
HCC, Inc.	Gateway	78-402186	April 15, 2004	2942102	April 19, 2005

Triple C Manufacturing, Inc.:  
None

SCHEDULE II  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patent Collateral

<u>Grantor</u>	<u>Patent Description</u>	<u>Patent Application Number</u>	<u>Patent Application Date</u>	<u>Patent Registration Number</u>	<u>Patent Registration Date</u>
HCC, Inc.	Harvester Tine having a Front-to-Rear Parting Line in its Strap and Finger Portion and One or More Depressions on Its Finger Portion	14881806	Oct. 13, 2015	9872435	Jan. 23, 2018
HCC, Inc.	Harvester Tine	29509738	Nov. 20, 2014	D753193	Apr. 5, 2016
HCC, Inc.	High Strength Sieve	15980483	May 15, 2018	10856469	Dec. 8, 2020
HCC, Inc.	Louver Position Sensing System for a Sieve and Chaffer of a Combine Harvester	16848404	Apr. 14, 2020	(n/a – pending)	(n/a – pending)
HCC, Inc.	Tubular Bat Shape with a Longitudinal Key, For Use with the Pick-Up Reel of a Harvester	15014530	Feb. 3, 2016	10383281	Aug. 20, 2019
HCC, Inc.	Adjustable Roller Frame Assembly for Pick-Up Reel	14931429	Nov. 3, 2015	9730389	Aug. 1, 2017
HCC, Inc.	Harvester Pickup Reel Controlling the Tine Tip Path	10641984	Aug. 15, 2003	684304	Jan. 18, 2005
Triple C Manufacturing, Inc.	Hydraulic Truck Bed Reel Lift Apparatus	15939498	Mar. 29, 2018	10745237	Aug. 18, 2020
Triple C Manufacturing, Inc.	Self-Stowing Cable Dispenser for Figure Eighting	16572596	Sept. 16, 2019	11136213	Oct. 5, 2021



<u>Grantor</u>	<u>Patent Description</u>	<u>Patent Application Number</u>	<u>Patent Application Date</u>	<u>Patent Registration Number</u>	<u>Patent Registration Date</u>
Triple C Manufacturing, Inc.	Coordinated Dynamic Braking and Swivel-Aiming Feature for Reel Utility	17302290	Apr. 29 2021	(n/a - pending)	(n/a - pending)
Triple C Manufacturing, Inc.	Proportional Control of Vehicle-Mounted Lifting Arms using Electronic Servomechanism-Operated Hydraulic Valves	17249790	Mar. 12, 2021	(n/a - pending)	(n/a - pending)