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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI147037

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B&P Littleford LLC		03/19/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	BMO Bank, N.A.
Street Address:	320 S. Canal Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5300152	LITTLEFORD DAY
Registration Number:	6154196	DAYMAX
Registration Number:	4637431	SUREFLITE
Registration Number:	822329	POD
Registration Number:	3555376	BAKER PERKINS
Registration Number:	4400528	TRIVOLUTION

CORRESPONDENCE DATA

Fax Number: 3172317433

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: 3172361313

Email: jill.barker@btlaw.com

Correspondent Name: Barnes & Thornburg LLP

Address Line 1: 11 South Meridian Street

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	57836-50
NAME OF SUBMITTER:	JILL BARKER
SIGNATURE:	JILL BARKER
DATE SIGNED:	04/05/2024

TRADEMARK
REEL: 008390 FRAME: 0648

900845817

Total Attachments: 15 source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page1.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page2.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page3.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page4.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page5.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page6.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page7.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page8.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page9.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page10.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page11.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page12.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page13.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page14.tif source=EXECUTED - Intellectual Property Security Agreement(42485468.1)#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of March 19, 2024, by and between B&P Littleford LLC, a Delaware limited liability company ("Grantor") and BMO Bank, N.A., a national banking association ("Lender").

RECITALS

- A. Lender has agreed to make (i) an initial term loan and (ii) make available a revolving credit facility to Grantor and WayPoint-B&P Littleford Purchaser, LLC, a Delaware limited liability company ("Purchaser" and together with Grantor, collectively, the "Borrower"), and certain other parties (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Borrower dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Loan Agreement. Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, and Patents (as each term is described below) to secure the Obligations to Lender.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in, and Lien on, all of Grantor's right, title, and interest, whether presently existing or hereafter acquired, in, to, and under all of the Collateral (as defined in the Loan Agreement).
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of all obligations of Grantor to Lender, Grantor hereby represents, warrants, covenants, and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure the payment and performance in full of all of the Obligations and the performance of Borrower's duties under the Loan Documents (as defined in the Loan Agreement), Grantor grants and pledges to Lender a security interest in, and Lien on, all of Grantor's right, title, and interest in, to, and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations, and like protections in each work of authorship and derivative work thereof, whether published or unpublished, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired, or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights"):
 - (b) Any and all trade secrets;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired, or held;
- (d) All patents, patent applications, and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "<u>Patents</u>");

- (e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "<u>Trademarks</u>");
- (f) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, extensions, renewals, and extensions of any of the Copyrights, Trademarks, or Patents; and
- (i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

provided, that (A) to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Intellectual Property Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Collateral and automatically subject to the Lien granted herein and (B) the Intellectual Property Collateral shall not include any other Excluded Property; and provided, further, that notwithstanding anything to the contrary set forth above, the rights to receive, and any interest in, all proceeds of, or monies or other consideration received or receivable from or attributable to the sale, transfer, lease, assignment or other disposition of, any of the property set forth in clauses (A) through (B) shall attach immediately and be subject to the security interest granted pursuant to the Loan Agreement.

- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Agreement upon request by Lender.
- 3. <u>Loan Documents</u>. This Agreement has been entered into, pursuant to and in conjunction with, the Loan Agreement which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

B&P LITTLE ORD LLC

By:
Name: Laurence Slovin

Title: Chief Executive Officer

LENDER:

BMO BANK, N.A.

By:
Name: Benjamin Soodsma

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
B&P LITTLEFORD LLC
By:
Name:
Title:
LENDER:
BMO BANK, N.A.
By: Tanger
Name: Benjamin Soodsma
Title: Senior Vice President

EXHIBIT A

Copyrights

No.	Title	Registration/ Application Number	Registration/ Application Date	Jurisdiction
1.	Technical Drawing - Bearing Housing 12.5PUM.	VAu001397835	2020	United States
2.	Technical Drawing - Sun Gear 18 PUMM.	VAu001402766	2020	United States
3.	Technical Drawing - Quad Lift Assembly 18 PUMM.	VAu001402762	2020	United States
4.	Technical Drawing - Cross Support (Upper) 16 PVM.	VAu001413024	2020	United States
5.	Technical Drawing - Latch for Locking Mechanism (R E) - 18 PUMM.	VAu001420789	2020	United States
6.	Technical Drawing - Upper Stationary Housing 87 - 18 PUMM.	VAu001424549	2020	United States
7.	Technical Drawing - Low Speed Blade Wing 18 PUMM.	VAu001446977	2020	United States
8.	Technical Drawing - Low Speed Blade - 18 PUMM.	VAu001446932	2020	United States
9.	Technical Drawing - Low Speed Blade Wing (R B)	VAu001475841	2020	United States
10.	Technical Drawing - Stand Assembly - 16PVM.	VAu001401096	2020	United States
11.	Technical Drawing - Dish Head - 12.5 PUM.	VAu001401758	2020	United States
12.	Technical Drawing - Upper Gear Housing 18 PUMM.	VAu001402567	2020	United States
13.	Technical Drawing - Cross Support (Lower) 16 PVM.	VAu001413100	2020	United States
14.	Technical Drawing - Lower Blade Gear (R K) - 18 PUMM.	VAu001414859	2020	United States
15.	Technical Drawing - Blade Pinion Lower - 18 PUMM.	VAu001414863	2020	United States
16.	Technical Drawing - Bowl Position Indicator Assembly 18 PUMM.	VAu001415604	2020	United States

17.	Technical Drawing - Machine Wiring 18 PUMM.	VAu001415601	2020	United States
18.	Technical Drawing - Standcap Assembly 18 PUMM.	VAu001416551	2020	United States
19.	Technical Drawing - Upper Stationary Housing (R C) - 18 PUMM.	VAu001420692	2020	United States
20.	Technical Drawing - Low Speed Blade (R A) 18 PUMM.	VAu001475818	2020	United States
21.	Technical Drawing - Planetary Support Housing 12.5PUM.	VAu001401744	2020	United States
22.	Technical Drawing - Bearing Housing 12.5PUM.	VAu001401760	2020	United States
23.	Technical Drawing - Fabrication ? Lift Saddle 16 PVM.	VAu001413815	2020	United States
24.	Technical Drawing - Lift Saddle Fabrication 16 PVM.	VAu001413817	2020	United States
25.	Technical Drawing - Cover and Clamp Assembly 18 PUMM.	VAu001414882	2020	United States
26.	Technical Drawing - Low Blade Gear 18 PUMM.	VAu001414860	2020	United States
27.	Technical Drawing - Blade Position Sensor Assembly 18 PUMM.	VAu001416268	2020	United States
28.	Technical Drawing - Upper Stationary Housing (R L) - 18 PUMM.	VAu001420695	2020	United States
29.	Technical Drawing - Latch for R.H Locking Mechanism (R A) - 18 PUMM.	VAu001420790	2020	United States
30.	Technical Drawing - Intermediate Low Speed Agitator (R A) - 18 PUMM.	VAu001420792	2020	United States
31.	Technical Drawing - Low Speed Blade (RT) 18 PUMM.	VAu001422375	2020	United States
32.	Technical Drawing - Saddle Beam- 16PVM.	VAu001401095	2020	United States
33.	Technical Drawing - Splash Guard 18 PUMM.	VAu001402764	2020	United States
34.	Technical Drawing - Side Plate for Stand 16 PVM.	VAu001413403	2020	United States

35.	Technical Drawing - Pressure Plate Assembly 18 PUMM.	VAu001414884	2020	United States
36.	Technical Drawing - Sun Gear 18 PUMM.	VAu001414864	2020	United States
37.	Technical Drawing - Upper Stationary Housing - 08 - 18 PUMM.	VAu001419513	2020	United States
38.	Technical Drawing - Dish Head - 12.5 PUM.	VAu001397825	2020	United States
39.	Technical Drawing - Lift Saddle Right Hand Side - 16PVM.	VAu001401091	2020	United States
40.	Technical Drawing - Bar for Saddle Beam 16 PVM.	VAu001413101	2020	United States
41.	Technical Drawing - Lubrication Assembly 18 PUMM.	VAu001414880	2020	United States
42.	Technical Drawing - Upper Fast Blade Pinion 18 PUMM.	VAu001414865	2020	United States
43.	Technical Drawing - Vacuum Pressure Switch Assembly 18 PUMM.	VAu001415597	2020	United States
44.	Technical Drawing - Splash Guard (R J) - 18 PUMM.	VAu001420691	2020	United States
45.	Technical Drawing - Lift Saddle Finish - 16PVM.	VAu001401094	2020	United States
46.	Technical Drawing - Bowl Lock 18 PUMM.	VAu001402548	2020	United States
47.	Technical Drawing - Rotating Assembly 18 PUMM.	VAu001402572	2020	United States
48.	Technical Drawing - Mixing Bowl Assembly 18 PUMM.	VAu001402760	2020	United States
49.	Technical Drawing - Stiffner Plate on Stand 16 PVM.	VAu001413025	2020	United States
50.	Technical Drawing - Bowl Lock Assembly (R A) 18 PUMM.	VAu001414879	2020	United States
51.	Technical Drawing - Blade Pinion Lower (R F) - 18 PUMM.	VAu001414862	2020	United States
52.	Technical Drawing - Zene Barrier Panel 18 PUMM.	VAu001415599	2020	United States
53.	Technical Drawing - Low Speed Blade (R S) -18 PUMM.	VAu001421839	2020	United States

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54.	Technical Drawing - Support Housing for Ring 12.5PUM.	VAu001397833	2020	United States
55.	Technical Drawing - Bushing Block Guide Rod - 16PVM.	VAu001401093	2020	United States
56.	Technical Drawing - Installation 18 PUMM.	VAu001402569	2020	United States
57.	Technical Drawing - Upper Fast Blade Pinion ? 18 PUMM.	VAu001402765	2020	United States
58.	Technical Drawing - Machine Assembly 18 PUMM.	VAu001402763	2020	United States
59.	Technical Drawing - Stationary Housing Assembly 18 PUMM.	VAu001414878	2020	United States
60.	Technical Drawing - Stand Assembly (R A) 18 PUMM.	VAu001415603	2020	United States
61.	Technical Drawing - Low Speed Blade Wing - 1985 18 PUMM.	VAu001420767	2020	United States
62.	Technical Drawing - Latch for L.H. Locking Mechanism (R A) - 18 PUMM.	VAu001420791	2020	United States
63.	Technical Drawing - Planetary Support Housing 12.5PUM.	VAu001397828	2020	United States
64.	Technical Drawing - Drive Shaft - 16PVM.	VAu001401090	2020	United States
65.	Technical Drawing - Base Plate - 16PVM.	VAu001401092	2020	United States
66.	Technical Drawing - Support Housing for Ring 12.5PUM.	VAu001401759	2020	United States
67.	Technical Drawing - Low Speed Blade 18 PUMM.	VAu001402562	2020	United States
68.	Technical Drawing - Lift Saddle Left Hand 16 PVM.	VAu001413816	2020	United States
69.	Technical Drawing - Cylinder Bracket Machining 16 PVM.	VAu001413818	2020	United States
70.	Technical Drawing - Assembly of Thermocouple (R E) 18 PUMM.	VAu001415720	2020	United States
71.	Technical Drawing - Vacuum Piping 18 PUMM.	VAu001416556	2020	United States
72.	Technical Drawing - Name and Label Package 18 PUMM.	VAu001416558	2020	United States

73.	Technical Drawing - Low Speed Blade Wing (R N) 18 PUMM.	VAu001422377	2020	United States
74.	Technical Drawing - Low Speed Blade (R E) 18 PUMM.	VAu001446978	2020	United States
75.	Littleford IPC D&F Series Mixer Program.	TXu001766338	July 21, 2011	United States

EXHIBIT B

Patents

No	<u>Title</u>	Patent Number	Application Number	Application Date	Jurisdiction
1.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	US10611055	US15/457,409	March 13, 2017	United States
2.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	US8807825	US12/857,001	August 16, 2010	United States
3.	KNEADING METHOD AND APPARATUS	US9566719	US14/107,023	December 16, 2023	United States
4.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	US9592624	US14/454,242	August 7, 2014	United States
5.	KNEADING METHOD AND APPARATUS	US9862121	US14/653,247	June 17, 2015	United States
6.	SHAFT SPACING FLANGE FOR A KNEADING MACHINE	US9919279	US14/653,224	December 16, 2013	United States
7.	DUAL SCREW EXTRUSION APPARATUS HAVING A MIXING CHAMBER AND A CONVEYING CHAMBER DOWNSTREAM THEREOF WITH THE MIXING	US9090013	US12/403,686	March 13, 2009	United States

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	CHAMBER HAVING A WALL CLEARANCE GREATER THAN THAT OF THE CONVEYING CHAMBER				
8.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	SG187825	SG201301051 7	August 16, 2011	Singapore
9.	SWING GEAR BOX AND COUPLED ROTATION MODE VARIABLE TO MECHANICAL KNEADING MACHINE WITH MECHANICAL	BR11201300 3770	BR112013377 0	August 16, 2011	Brazil
10.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	CA2808122	CA2808122	August 16, 2011	Canada
11.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	CA2908468	CA2908468	August 16, 2011	Canada
12.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	DE60201104 5061 (validation of EP2605662)	EP11818670	August 16, 2011	Germany
13.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION FOR	CH2605662 (validation of EP2605662)	EP11818670	August 16, 2011	Switzerland

	KNEADING MACHINE	_			
14.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	IT502018000 008667 (validation of EP2605662)	EP11818670	August 16, 2011	Italy
15.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	EP2605662	EP11818670	August 16, 2011	EP
16.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	NL2605662 (validation of EP2605662)	EP11818670	August 16, 2011	Netherlands
17.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	EP2605662 (validation of EP2605662)	EP11818670	August 16, 2011	Spain
18.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	CH2605662 (validation of EP2605662)	EP11818670	August 16, 2011	Switzerland
19.	THE GEAR BOX FOR KNEADING MACHINES WHICH COMBINED A VIBRATION AND ROTATION VARIABLY	JP5665990	JP201305249 30T	August 16, 2011	Japan
20.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND	Pending, published	MX20220011 398	February 8, 2013	Mexico

	ROTATION FOR KNEADING MACHINE				
21.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	Pending, published	MX20220013 349	February 8, 2013	Mexico
22.	OF GEAR BOX WITH OSCILLATION and OF VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	MX339725	MX20131625	February 8, 2013	Mexico
23.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	MX400822	MX20167222	August 16, 2011	Mexico
24.	GEAR BOX WITH VARIABLY COUPLED OSCILLATION AND ROTATION FOR KNEADING MACHINE	IN356894	1491/DELNP/ 2013	August 16, 2011	India
25.	KNEADING METHOD AND APPARATUS	TWI535485	TW10214630	December 16, 2013	Taiwan

EXHIBIT C

Trademarks

No.	Trademark	Registration/ Application Number	Registration/ Application <u>Date</u>	Jurisdiction
1.	LITTLEFORD DAY	RN: 5300152 SN: 87338820	October 3, 2017	United States
2.	DAYMAX	RN: 6154196 SN: 88292244	September 15, 2020	United States
3.	SUREFLITE	RN: 4637431 SN: 85202933	November 11, 2014	United States
4.	POD	RN: 0822329 SN: 72234886	January 17, 1967	United States
5.	BAKER PERKINS	RN: 3555376 SN: 78843020	December 30, 2008	United States
6.	TRIVOLUTION	RN: 4400528 SN: 85202856	September 10, 2013	United States
7.	PODBIELNIAK	RN: TMA140968 AN: 0274437	July 2, 1965	Canada
8.	KO-KNEADER	RN:TMA154936 AN: 0304160	January 5, 1968	Canada
9.	BAKER PERKINS	AN: UK00900029157	August 30, 1999	United Kingdom
10.	POD	AN: UK00900424325	May 4, 2001	United Kingdom
11.	BAKER PERKINS	RN:000029157 AN:000029157	August 30, 1999	EU
12.	POD	RN:000424325 AN: 000424325	May 4, 2001	EU
13.	PODBIELNIAK	AN: 821346210	May 21, 2002	Brazil

TRADEMARK REEL: 008390 FRAME: 0664

RECORDED: 04/05/2024