

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395396

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BPG INTERNATIONAL FINANCE CO LLC		07/29/2016	Limited Liability Company: DELAWARE
BURKE E. PORTER MACHINERY COMPANY		07/29/2016	Corporation: MICHIGAN
BEPTECH, INC.		07/29/2016	Corporation: MICHIGAN
EPIC EQUIPMENT & ENGINEERING, INC.		07/29/2016	Corporation: MICHIGAN
X-L MACHINE CO, INC.		07/29/2016	Corporation: MICHIGAN
BPG INTERNTIONAL ASIA LLC		07/29/2016	Limited Liability Company: DELAWARE
BPG AMERICAS INC.		07/29/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	200 OTTAWA AVE., NW
City:	GRAND RAPIDS
State/Country:	MICHIGAN
Postal Code:	49503
Entity Type:	National Banking Association: MICHIGAN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2895409	B
Registration Number:	3168099	EPIC EQUIPMENT & ENGINEERING
Serial Number:	86871187	BURKE PORTER GROUP B
Serial Number:	86871231	PROVIDING THE WORLD WITH INTELLIGENT MAC

CORRESPONDENCE DATA

Fax Number: 7346231625

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: 313-223-3098

Email: nzemgulis@dickinsonwright.com

Correspondent Name: M. Katherine VanderVeen

TRADEMARK

Address Line 1: 500 Woodward Ave.
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 7-4617

NAME OF SUBMITTER: M. KATHERINE VANDERVEEN

SIGNATURE: /M. Katherine VanderVeen/

DATE SIGNED: 08/17/2016

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of July 29, 2016 by and between BPG International Finance Co LLC, Burke E. Porter Machinery Company, BEPTech, Inc., Epic Equipment & Engineering, Inc., X-L Machine Co, Inc., BPG International Asia LLC, BPG Americas Inc., and each other Domestic Subsidiary party to the Credit Agreement referred to below from time to time (each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Borrowers, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent entered into a Credit Agreement dated April 29, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Administrative Agent a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any

trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement, as applicable.

This Agreement is shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

BPG INTERNATIONAL FINANCE CO LLC

By: [Signature]
Name: _____
Title: _____

BURKE E. PORTER MACHINERY COMPANY

By: [Signature]
Name: _____
Title: _____

BEPTech, INC.

By: [Signature]
Name: _____
Title: _____

EPIC EQUIPMENT & ENGINEERING, INC.

By: [Signature]
Name: _____
Title: _____

X-L MACHINE CO, INC.

By: [Signature]
Name: _____
Title: _____

BPG INTERNATIONAL ASIA LLC

By: [Signature]
Name: _____
Title: _____

BPG AMERICAS INC.

By: [Signature]
Name: _____
Title: _____



Signature Page to Burke E. Porter US Patent and Trademark Security Agreement

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent


By: Tasha L. Michalak
Name: Tasha L. Michalak
Title: Vice President

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration No.	Goods/Services	Registration Date
BURKE E. PORTER MACHINERY COMPANY		2895409	Industrial robotics used for the diagnostic testing, evaluation and calibration of vehicles and component parts of vehicles; Electronic and electric testers for use in performing diagnostic testing, evaluation, measuring and calibration of vehicles and component parts of vehicles; electronic and electric controls for use in performing diagnostic testing, evaluation, measuring, calibration of vehicles and component parts of vehicles; computer software and programs for integration, control and analysis of machines, tools, equipment, and robotics custom designed for the diagnostic testing, evaluation, and calibration of vehicles and component parts of vehicles; diagnostic computers for the testing, measuring, evaluation, and calibration of vehicles and component parts of vehicles.	19 October 2004
Epic Equipment and Engineering, Inc.		3168099	Engineering services in the fields of automotive, medical, textile and packaging industries, featuring automation systems, robotics, plastic joining, test equipment, multi-system process integrators, and electrical controls.	7 November 2006

TRADEMARK APPLICATIONS

Name of Grantor	Trademark	Registration No.	Goods/Services	Registration Date
BURKE E. PORTER MACHINERY COMPANY		86871187	Vehicle headlight alignment machines, vehicle wheel and tire assembly equipment; Equipment for balancing drive shafts, turbochargers, brakes, crankshafts, wheels, pumps, blades, axles, aeronautical turbines and other industrial components; Consumer electronics apparatus, namely, pre-fab silicon wafer manufacturing equipment, especially for production of silicon wafers used for circuit boards; Circuit board manufacturing equipment; Gaged based assembly automation equipment for	11 January 2016

			<p>automotive and industrial products; Additive manufacturing and three dimensional printing machines; Waste energy reclamation equipment, namely, Organic Rankine Cycle machines for capturing waste heat, such as heat produced during manufacturing processes, and converting the waste heat to electricity; Vehicle testing and assembly machines and apparatus; roll brake testing machines; dynamometers; vehicle torque converter testing machines; vehicle axle toe/camber set testing machines; powertrain test equipment; automotive end of line test equipment, including vehicle wheel alignment machines; simulators for the steering and control of vehicles; pressure gauges; vehicle shock absorber testing machines; vehicle pull testing machines; equipment for testing automotive driver assistance systems, especially for testing adaptive cruise control and automatic braking systems; dynamic vehicle test equipment; Vehicle gear box testing machines; vehicle automatic transmission testing machines; and gear box testing machines for wind turbines; Vehicle emissions testing equipment; Life sciences equipment/apparatus, namely, gene sequencing microscope machines, RNA and DNA sequencing microscope machines, and cellular analysis microscope machines, namely, machines for analyzing proteins and genomes for animal and food science and rapid pathogen detection and identification.; Equipment for testing consumer electronics, namely, equipment for testing operation and performance of consumer electronic products while in-process during manufacturing and end of line after manufacturing, and especially equipment for testing smart phones, tablet computers, and other smart technology devices; Aerospace testing equipment, namely, landing gear and brake testing equipment, and equipment for holding and retaining aerospace equipment for repair, such as landing gear and engines; Electronic and electric testers for use in performing diagnostic testing, evaluation, measuring and calibration of vehicles and</p>	
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			component parts of vehicles; Electronic and electric controls for use in performing diagnostic testing, evaluation, measuring, calibration of vehicles and component parts of vehicles; Computer software and programs for integration, control and analysis of machines, tools and equipment custom designed for the diagnostic testing, evaluation, and calibration of vehicles and component parts of vehicles; Diagnostic computers for the testing, measuring, evaluation, and calibration of vehicles and component parts in vehicles; Vehicle durability, performance and quality testing services.	
BURKE E. PORTER MACHINERY COMPANY	PROVIDING THE WORLD WITH INTELLIGENT MACHINES	86871231	Vehicle headlight alignment machines, vehicle wheel and tire assembly equipment; Equipment for balancing drive shafts, turbochargers, brakes, crankshafts, wheels, pumps, blades, axles, aeronautical turbines and other industrial components; Consumer electronics apparatus, namely, pre-fab silicon wafer manufacturing equipment, especially for production of silicon wafers used for circuit boards; Circuit board manufacturing equipment; Gaged based assembly automation equipment for automotive and industrial products; Additive manufacturing and three dimensional printing machines; Waste energy reclamation equipment, namely, Organic Rankine Cycle machines for capturing waste heat, such as heat produced during manufacturing processes, and converting the waste heat to electricity; Vehicle testing and assembly machines and apparatus; roll brake testing machines; dynamometers; vehicle torque converter testing machines; vehicle axle toe/camber set testing machines; powertrain test equipment; automotive end of line test equipment, including vehicle wheel alignment machines; simulators for the steering and control of vehicles; pressure gauges; vehicle shock absorber testing machines; vehicle pull testing machines; equipment for testing automotive driver assistance systems, especially for testing adaptive cruise control and automatic braking systems; dynamic vehicle test equipment; Vehicle gear box testing	11 January 2016

			<p>machines; vehicle automatic transmission testing machines; and gear box testing machines for wind turbines; Vehicle emissions testing equipment; Life sciences equipment/apparatus, namely, gene sequencing microscope machines, RNA and DNA sequencing microscope machines, and cellular analysis microscope machines, namely, machines for analyzing proteins and genomes for animal and food science and rapid pathogen detection and identification.; Equipment for testing consumer electronics, namely, equipment for testing operation and performance of consumer electronic products while in-process during manufacturing and end of line after manufacturing, and especially equipment for testing smart phones, tablet computers, and other smart technology devices; Aerospace testing equipment, namely, landing gear and brake testing equipment, and equipment for holding and retaining aerospace equipment for repair, such as landing gear and engines; Electronic and electric testers for use in performing diagnostic testing, evaluation, measuring and calibration of vehicles and component parts of vehicles; Electronic and electric controls for use in performing diagnostic testing, evaluation, measuring, calibration of vehicles and component parts of vehicles; Computer software and programs for integration, control and analysis of machines, tools and equipment custom designed for the diagnostic testing, evaluation, and calibration of vehicles and component parts of vehicles; Diagnostic computers for the testing, measuring, evaluation, and calibration of vehicles and component parts in vehicles; Vehicle durability, performance and quality testing services.</p>	
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TRADEMARK LICENSES

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

Name of Grantor	Patent No.	Title	Issue Date
Burke E. Porter Machinery Company	8757218	MODULAR TIRE INFLATOR	24 June 2014
Burke E. Porter Machinery Company	8400624	NON CONTACT WHEEL ALIGNMENT SENSOR AND METHOD	19 March 2013
Burke E. Porter Machinery Company	8240197	A VEHICLE BRAKE TESTING ASSEMBLY	14 August 2012
Burke E. Porter Machinery Company	8107062	NON CONTACT WHEEL ALIGNMENT SENSOR AND METHOD	31 January 2012
Burke E. Porter Machinery Company	8096328	MODULAR TIRE INFLATOR	17 January 2012
Burke E. Porter Machinery Company	8082822	VEHICLE TOE SET ADJUSTMENT DEVICE AND METHOD	27 December 2011
Burke E. Porter Machinery Company	7864309	NON CONTACT WHEEL ALIGNMENT SENSOR AND METHOD	4 January 2011
Burke E. Porter Machinery Company	7710555	APPARATUS AND METHOD FOR DETERMINING THE ORIENTATION OF AN OBJECT SUCH AS VEHICLE WHEEL ALIGNMENT	4 May 2010
Burke E. Porter Machinery Company	7600306	ROBOTIC APPARATUS AND METHOD FOR MOUNTING A VALVE STEM ON A WHEEL RIM	13 October 2009
Burke E. Porter Machinery Company	7265821	CASTER ANGLE MEASUREMENT SYSTEM FOR VEHICLE WHEELS	4 September 2007
Burke E. Porter Machinery Company	7185410	ROBOTIC APPARATUS AND METHOD FOR MOUNTING A VALVE STEM ON A WHEEL RIM	6 March 2007
Burke E. Porter Machinery Company	RE 39312	DUAL RING TIRE INFLATOR WITH SPLITTABLE SUPPORT PLATE	3 October 2006
Burke E. Porter Machinery Company	7058488	VEHICLE TESTING APPARATUS FOR MEASURING A PROPENSITY OF A VEHICLE TO ROLL OVER	6 June 2006
Burke E. Porter Machinery Company	7054727	METHOD OF MEASURING A PROPENSITY OF A VEHICLE TO ROLL OVER	30 May 2006
Burke E. Porter Machinery Company	6886231	ROBOTIC APPARATUS AND METHOD FOR MOUNTING A VALVE STEM ON A WHEEL RIM	3 May 2005
Burke E. Porter Machinery Company	6877544	ROBOTIC APPARATUS AND METHOD FOR ASSEMBLING A TIRE TO A RIM	12 April 2005
Burke E. Porter Machinery Company	6561013	VEHICLE TESTING ASSEMBLY	13 May 2003

Burke E. Porter Machinery Company	6502618	Dual ring tire inflator	7 January 2003
Burke E. Porter Machinery Company	6481083	Robotic apparatus and method for mounting a valve stem on a wheel rim	19 November 2002
Burke E. Porter Machinery Company	6360591	Method of controlling a chassis dynamometer	26 March 2002
Burke E. Porter Machinery Company	6050137	Wheel restraint assembly	18 April 2000
Burke E. Porter Machinery Company	7,712,358	Testing components of drive trains	5/11/2010
Burke E. Porter Machinery Company	6,234,232	Robotic apparatus and method for assembling a tire to a rim	5/22/2001
Burke E. Porter Machinery Company	6,119,814	Wheel rim soaper	9/19/2000
Burke E. Porter Machinery Company	6,209,684	Tire bead soaper	4/03/2001
Burke E. Porter Machinery Company	6,176,288	Passive angular orientation inflation head for inflating a tire mounted on a wheel	1/23/2001
Burke E. Porter Machinery Company	6,125,904	Robotic apparatus and method for assembling a tire to a rim	10/03/2000
Burke E. Porter Machinery Company	6,070,332	Wheel alignment apparatus	6/06/2000

PATENT APPLICATIONS

None.

DETROIT 7-4617 1379093v3