

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BOS Solutions Ltd.	05/04/2011
RECEIVING PARTY DATA	
Name:	National Bank of Canada, as Agent for and on behalf of itself, the Lenders and the Swap Lenders
Street Address:	Suite 2700, 530-8th Avenue S.W.
City:	Calgary
State/Country:	CANADA
Postal Code:	T2P 3S8
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7144516
Patent Number:	6863809
CORRESPONDENCE DATA	
Fax Number:	(303)893-1379
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-892-7250
Email:	sandra.wainer@dgsllaw.com
Correspondent Name:	Sandra L. Wainer
Address Line 1:	1550 17th Street, Suite 500
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	140732-0001
NAME OF SUBMITTER:	Sandra L. Wainer
Total Attachments: 5 source=US Patent Security Agreement - Executed#page1.tif source=US Patent Security Agreement - Executed#page2.tif source=US Patent Security Agreement - Executed#page3.tif source=US Patent Security Agreement - Executed#page4.tif source=US Patent Security Agreement - Executed#page5.tif	

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 REEL: 026221 FRAME: 0459

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of May 4, 2011, between BOS Solutions Ltd., a British Columbia corporation (the "Grantor"), and National Bank of Canada, acting in the capacity as administration agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Agent").

WHEREAS, pursuant to the terms of that certain Credit Agreement dated as of May 4, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, BOS Solutions Inc., a Colorado corporation, as guarantor, and certain other guarantors from time to time party thereto as guarantors (collectively, the "Loan Parties"), National Bank of Canada and those other banks and financial institutions from time to time party thereto, as lenders (collectively, the "Lenders"), and the Agent, for and on behalf of itself, the Swap Lenders (as defined in the Credit Agreement) and the Lenders (collectively, together with their respective successors and assigns, the "Secured Parties"), the Secured Parties have agreed to extend credit and make certain financial accommodations to the Loan Parties.

WHEREAS, pursuant to the Intellectual Property Security Agreement dated as of May 4, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor and the Agent, the Grantor granted to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Intellectual Property Collateral, including the Patent Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations, including the Obligations of the Grantor under the Credit Agreement; and

WHEREAS, the parties to the Credit Agreement contemplate and intend that the Agent shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Patent Collateral.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor, intended to be legally bound, agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### ***Section 2. Ownership of Patents***

The Grantor owns the patents and applications for patents listed on Schedule A hereto (the "Patents"), the fees and royalties with respect to each, the right to sue for past infringement and damages therefor, and is a party to the Patent licenses listed on Schedule A hereto.

### ***Section 3. Grant of Security Interest in Patents***

The Grantor hereby grants to the Agent a security interest in all of its right, title and interest in, to and under its present and future patents and applications for patents, fees and royalties with respect to each, and the right to sue for past infringement and damages therefor, and licenses thereunder, including, but not limited to, the Patents (collectively, the "Patent Collateral").

***Section 4. Security for Obligations***

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

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***Section 5. Security Agreement; Credit Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control to the extent of such conflict or inconsistency. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control to the extent of such conflict or inconsistency.

***Section 6. Recordation***

The Grantor hereby authorizes and requests that the Commissioner for Patents and any other applicable United States government officer record this Agreement. Furthermore, the Grantor hereby agrees that it will at all times do or cause to be done such additional acts or things and execute and deliver or cause to be executed and delivered all such further agreements and documents as the Agent may reasonably require for the better mortgaging, charging, transferring, assigning, confirming, granting and perfecting of security interests in the present or future Patent Collateral to the Secured Party.

***Section 7. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BOS SOLUTIONS LTD.

By: 

Name: Leonard Gomez

Title: Chief Financial Officer

AGENT:

NATIONAL BANK OF CANADA,  
as Agent

By: \_\_\_\_\_

Name:

Title:

*[Signature Page of Patent Security Agreement]*

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BOS SOLUTIONS LTD.

By: \_\_\_\_\_  
Name:  
Title:

AGENT:

NATIONAL BANK OF CANADA,  
as Agent

By:   
Name: Dominic Albanese  
Title: Director

  
Philippe Tomic  
Directeur - Director

*[Signature Page of Patent Security Agreement]*

**SCHEDULE A**  
**TO**  
**PATENT SECURITY AGREEMENT**

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**UNITED STATES PATENTS**

Title	Patent Number	Owner
Settling tank and method for separating a solids containing material	7,144,516	BOS Solutions Ltd.
Shale bin/settling tank/centrifuge combination skid	6,863,809	BOS Solutions Ltd.

**LICENSES**

None.

Schedule A

PDF 5815355, v1

**RECORDED: 05/04/2011**

**PATENT**  
**REEL: 026221 FRAME: 0464**