

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Control 3, LLC	06/03/2011
RECEIVING PARTY DATA	
Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive
Internal Address:	Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D366837
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	342663-00008
NAME OF SUBMITTER:	Carole Dobbins
Total Attachments: 4 source=patent security agreement#page1.tif source=patent security agreement#page2.tif source=patent security agreement#page3.tif source=patent security agreement#page4.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of June, 2011, by Control 3, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of June 3, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated of June 3, 2011, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:


1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

- (i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

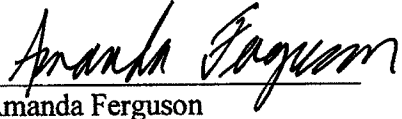
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CONTROL 3, LLC

By: 
Name: Robert G. Calton III
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Amanda Ferguson
Title: Vice President

SCHEDULE 1

Patent Registrations

Patent Description	Patent Number	Registration Date	Jurisdiction
Mini-Clock	US D614,510 S	4/27/10	USA
Clip-On Timer	US D614,051 S	4/20/10	USA
Controller	US D553,347 S	10/23/07	USA
Bottle Cap with Thermometer Probe Sleeve	US D553,498 S	10/23/07	USA
Bottle Cap with Thermometer Probe Sleeve	US D527,262 S	8/29/06	USA
Three Channel Electronic Timer	Des. 366,837	2/6/96	USA

Patent Applications

Patent Application Description	Patent Application Number	Patent Application Date	Jurisdiction
Traceable High-Accuracy Thermostat PO 50569 (Design Patent) and PO 51251 (Utility Patent)	29/393,854 61/496,042	_____	USA
Traceable Short Yellow Thermometer in a Bottle PO 50741 (Design Patent)	29/393,750	_____	USA