### 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
Epicor Industries, Inc.	10/27/2011

### **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Administrative Agent	
Street Address:	500 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	

### PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7389568
Patent Number:	6701581
Patent Number:	6691379
Patent Number:	7178204
Patent Number:	7302741
Patent Number:	6942253
Patent Number:	6584654
Patent Number:	7765650

### **CORRESPONDENCE DATA**

Fax Number: (312)902-1061 Phone: 312.577.8034

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

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**PATENT** 

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Address Line 4: Chicago, ILLINOIS 60661			
ATTORNEY DOCKET NUMBER:	207170-461		
NAME OF SUBMITTER:	Oscar Ruiz		
Total Attachments: 6 source=Patent Security Agreement - Epicor Industries, Inc#page1.tif source=Patent Security Agreement - Epicor Industries, Inc#page2.tif source=Patent Security Agreement - Epicor Industries, Inc#page3.tif source=Patent Security Agreement - Epicor Industries, Inc#page4.tif source=Patent Security Agreement - Epicor Industries, Inc#page5.tif source=Patent Security Agreement - Epicor Industries, Inc#page6.tif			

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### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 27, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2011 (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "Credit Agreement"), by and among Ideal Clamp Products, Inc., a Tennessee corporation (the "Borrower"), the other Persons party thereto that are designated as a "Credit Party", Agent and the Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Patent Collateral"):

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- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this document and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Section 7. Procedure. To the extent the terms of this Patent Security Agreement conflict with the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement should control.

[SIGNATURE PAGES FOLLOW]

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

EPICOR INDUSTRIES, M.C., a Delaware

Name: Michael H. Reese Title: President

Patent Security Agreement - Epicor Industries, Inc.

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# ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

Name: Ellen Ruschhaupt

Title: Duly Authorized Signatory

Patent Security Agreement - Epicor Industries, Inc.

# SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

## 1. REGISTERED PATENTS

Country	Title	Application #	Filing Date	Patent #	Issue Date
Germany	Compression Hose Clamp	112006001953.8	26-Jul-2006	11200600195 3	16-Jul-2009
Germany	Hose Clamp and Spring Liner	602006013595.5 -08	27-Jan-2006	60200601359 5.5-08	14-Apr-2010
European Patent	Hose Clamp and Spring Liner	06719632.9	27-Jan-2006	1842001	14-Apr-2010
France	Hose Clamp and Spring Liner	06719632.9	27-Jan-2006	1842001	14-Apr-2010
United Kingdom	Hose Clamp and Spring Liner	06719632.9	27-Jan-2006	1842001	14-Apr-2010
Japan	Hose Clamp and Spring Liner	2007-553248	27-Jan-2006	4714748	01-Apr-2011
United States of America	Compression Hose Clamp	11/459818	25-Jul-2006	7389568	24-Jun-2008
United States of America	Clamp Retention Device	10/215681	10-Aug-2002	6701581	09-Mar-2004
United States of America	Hose Clamp	10/124839	18-Apr-2002	6691379	17-Feb-2004
United States of America	Hose Clamp and Spring Liner	11/044939	27-Jan-2005	7178204	20-Feb-2007
United States of America	Hose Clamp and Spring Liner	11/649406 (Con. of USSN: 11/044939)	03-Jan-2007	7302741	04-Dec-2007
United States of America	Locator Tab and Associated Hose Clamp	10/418482	18-Apr-2003	6942253	13-Sep-2005
United States of America	T-Bolt Hose Clamp	10/125721	18-Apr-2002	6584654	01-Jul-2003
United States of America	Two Piece Hose Clamp and Variable Length Clamp Kit	11/804809	21-May-2007	7765650	03-Aug-2010

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# 2. PATENT APPLICATIONS

Country	Title	Status	Application #	Filing Date
Mexico	Compression Hose Clamp	Pending	MX/a/2008/0014 51	26-Jul-2006
Canada	Compression Hose Clamp	Pending	2616347	26-Jul-2006

### 3. IP LICENSES

None.

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**RECORDED: 10/27/2011** 

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