

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
FLUID ROUTING SOLUTIONS, INC.	11/07/2011

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY, as Agent
Street Address:	120 South LaSalle Street, Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	6716021
Patent Number:	6994536
Patent Number:	6652939
Patent Number:	7052751
Patent Number:	6974614
Patent Number:	6902208
Patent Number:	7278453
Patent Number:	7169842
Patent Number:	7422245
Patent Number:	7347454
Patent Number:	7596835
Patent Number:	5145218
Patent Number:	RE35253
Patent Number:	5297821
Patent Number:	5388872

501717089

PATENT
REEL: 027196 FRAME: 0293

OP \$920.00 6716021

Patent Number:	5456784
Patent Number:	5388321
Application Number:	12105541
Application Number:	12587660
Application Number:	12179697
Application Number:	12026029
Application Number:	12179189
Application Number:	12129738

CORRESPONDENCE DATA

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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: Nancy Brougher

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Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6613.015
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 9

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**AMENDED AND RESTATED
PATENT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "**Security Agreement**"), made as of the 7th day of November, 2011 by and between FLUID ROUTING SOLUTIONS, INC., a Delaware corporation (the "**Borrower**") in favor of THE PRIVATEBANK AND TRUST COMPANY, as agent for the Lenders (defined below) (in such capacity, the "**Agent**");

W I T N E S S E T H:

WHEREAS, Borrower, certain affiliates of Borrower, the financial institutions party thereto as lenders (together with their respective assigns and any other financial institutions who become party thereto as lenders, collectively, the "**Lenders**") and Agent are parties to a certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of Agent and Lenders of a security interest in certain of Borrower's assets, including, without limitation, its patents and patent applications.

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, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those United States patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future

infringements of any of the foregoing (all of the foregoing are hereinafter individually and/or collectively referred to as the "**Patents**"; provided, that for the avoidance of doubt, no security interest shall be deemed to have been granted in any Restricted General Intangible).

3. Warranties and Representations. Borrower warrants and represents to Agent and Lenders that:

(i) as of the date hereof, no Patent listed on Schedule A has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) as of the date hereof, to the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons, (in each case, other than Permitted Liens);

(iii) as of the date hereof, Borrower has no written notice of any suits or actions commenced or threatened with reference to any Patent listed on Schedule A; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise provided herein, Borrower agrees that until Borrower's Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claim has been asserted) and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement (unless otherwise permitted under the Financing Agreements).

5. New Patents. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Patents listed on Schedule A constitute all of the United States federally registered Patents and Patent applications required to be maintained by Borrower pursuant to Section 12.9 of the Loan Agreement. If, before Borrower's Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claim has been asserted) or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing United States Patents and Patent applications of which Borrower has not previously informed Agent, (ii) obtain rights to any new United States Patents and Patent applications, or (iii) become entitled to the benefit of any United States Patents and Patent applications, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof within 30 days after

the end of each fiscal quarter of the Borrower. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Patents. Notwithstanding the foregoing, the terms of this Security Agreement shall not apply to any license of a Patent owned or hereafter acquired solely in the event that: (i) as the result of the security interest granted herein, Borrower's rights in or with respect to such license would be forfeited or would become void, voidable, terminable or revocable, or if Borrower would be deemed to have breached, violated or defaulted such agreement that governs such license; and (ii) any such restriction shall be effective and enforceable under applicable law (any license meeting the requirements of the foregoing shall be considered a "**Restricted General Intangible**"); provided, however, that the terms of this Security Agreement shall extend to (y) any and all proceeds of Restricted General Intangibles and (z) any item of Restricted General Intangibles upon any applicable party's (other than the Borrower) consent thereto.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of the last to expire of the Patents, and (ii) the payment in full of Borrower's Obligations (other than contingent indemnification obligations for which no claim has been asserted) and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Patents shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and out of pocket expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, in each case, in accordance with the Loan Agreement, shall be borne by and paid by Borrower and until paid shall constitute Obligations.

9. Duties of Borrower. Borrower shall have the duty, as is reasonably necessary to the conduct of Borrower's business, in Borrower's commercially reasonable business judgment (i) to prosecute diligently any patent applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full (other than contingent indemnification obligations for which no claim has been asserted) and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Patents and (iii) to ensure that the Patents are and remain enforceable. Any expenses

incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower.

10. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Agent or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents or (ii) take any other actions with respect to the Patents as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney-in-fact shall be irrevocable until Borrower's Obligations shall have been paid in full (other than contingent indemnification obligations for which a claim has been asserted) and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies

of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and permitted assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

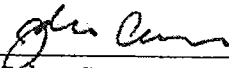
18. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade in all material respects on the date of each borrowing under the Financing Agreements.

20. Amendment and Restatement. This Amended and Restated Patent Security Agreement amends and restates in its entirety that certain Patent Security Agreement dated as of October 7, 2010 by Borrower in favor of The PrivateBank and Trust Company (the "Original Patent Security Agreement"), and shall not act as a termination, release or novation of the Original Patent Security Agreement.

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

FLUID ROUTING SOLUTIONS, INC.

By 
Name John Carson
Title CFO, Treasurer & Secretary

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By _____
Name _____
Title _____


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

FLUID ROUTING SOLUTIONS, INC.

By _____
Name _____
Title _____

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By 
Name: Douglas C. Colletti
Title: Managing Director

SCHEDULE A

PATENTS

Patent Description	Serial/Pat No.	Reg Date
Crosshead Extrusion	6716021	4/6/2004
Die Module for a Crosshead Extrusion System	6994536	2/7/2006
Low Permeation Nylon Tube with Aluminum Barrier Layer	6652939	11/25/2003
Low Permeation Nylon Tube with Aluminum Barrier Layer	7052751	5/30/2006
Lower Permeation High Denisty Polyethylene Tube with Aluminum Barrier Layer	6974614	12/13/2005
Gas Impermeable Tube Joing and Method of Forming Same	6902208	6/7/2005
Modified Fuel Inlet Restrictor	11/110671 (7278453)	4/21/2005
Elastomer Composition for Automotive Fluid Resistant Hose	7169842	1/30/2007
Ditch and Plane Clamp Housing	11/285687 (7422245)	11/22/2005
Hose/Clamp Assembly with Removable Retaining Device	11/150164 (7347454)	6/13/2005
Hose, Method of Attachment	11/202084 7596835	8/12/2005
Hose Construction and Methof of Making Same with Adhesively Bonded Clamp	5145218	9/8/1992
Hose Construction and Method of Making Same with Adhesively Bonded Clamp	RE35253	5/28/1996
Hose Construction and Fastening Member Therefor	5297821	3/29/1994
Hose Construction and Fastening Member Therefor	5388872	2/14/1995
Hose Construction and Method of Making Same	5456784	10/10/1995
Method of Making a Hose Construction using Heat Shrinkable Material	5388321	2/14/1995

PATENT APPLICATIONS

Patent Application Description	Serial/Pat No.	Filing Date
Assembly for Attaching a Clamp to a Hose	12/105541 2008- 0201913	4/18/20085
Method for Mfg a Hose	12/587660	10/9/2009
High Temperature-Resistant Hose	12/179697	7/25/2008
Multilayer Hose Construction	12/026029	2/5/2008
Vulcanized BioFuel Hose	12/179189	7/24/2008
Metallic Tubular Structure	12/129738	5/30/2008