

## 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
Ingersoll Products, Inc.	04/08/2011
RECEIVING PARTY DATA	
Name:	Roynat Capital Inc.
Street Address:	5500 North Service Road
Internal Address:	Suite 207
City:	Burlington ON
State/Country:	CANADA
Postal Code:	L7L 6W6
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7575505
Patent Number:	7597611
Patent Number:	8100744
CORRESPONDENCE DATA	
Fax Number:	(207)773-4585
Phone:	207-773-3132
Email:	peter@bohanmathers.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Patricia M. Mathers
Address Line 1:	Bohan, Mathers & Associates, LLC
Address Line 2:	P.O. Box 17707
Address Line 4:	Portland, MAINE 04112-8707
ATTORNEY DOCKET NUMBER:	12-051
NAME OF SUBMITTER:	Patricia M. Mathers

OP \$120.00 7575505

**Total Attachments: 9**

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## RECORDATION FORM COVER SHEET

## PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Ingersoll Products Inc.

## 2. Name and address of receiving party(ies)

Name: Roynat Capital Inc.

Internal Address: \_\_\_\_\_

5500 North Service Road, Suite 207Burlington, ON L7L 6W6Street Address: Canada

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Execution Date: April 8, 2011

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

7,575,505 & 7,597,611 & 8,100,744Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bohan, Mathers & Associates, LLC

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

P.O. Box 17707City: Portland State: ME Zip: 041126. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41).....\$ 120.00

Enclosed



Authorized to be charged to deposit account

## 8. Deposit account number:

501517

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Patricia M. Mathers/Patricia M. Mathers/2012-05-09

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## PATENT SECURITY AGREEMENT

**THIS AGREEMENT** (this "Agreement"), dated as of April 8, 2011, between Ingersoll Products Inc., a corporation incorporated under the laws of the Province of Ontario (the "Debtor"), in favour of Roynat Capital Inc. (the "Lender").

**WHEREAS**, the Debtor is indebted or otherwise obligated to the Lender and the Debtor has executed and delivered a general security agreement in favour of the Lender, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

**AND WHEREAS**, the Lender requires that the Debtor execute and deliver this agreement and grant to the Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations (as defined below);

**AND WHEREAS**, the Debtor has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

### Section 1. Definitions.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

### Section 2. Grant of Security Interest.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all present and future indebtedness, liabilities and obligations of the Debtor to the Lender, whether direct or indirect, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, under or in respect of agreements or dealings between the Debtor and the Lender or agreements or dealings between the Debtor and others by which the Lender may be or become in any manner whatsoever a creditor of the Debtor including, without limitation, obligations under (i) any and all letter agreements and offers to finance entered into by the Debtor and Lender from time to time, and (ii) any promissory notes, guarantees or indemnities executed by the Debtor in favour of the Lender (all such indebtedness, liabilities, obligations, expenditures, costs and expenses are herein collectively referred to as the "Obligations"), the Debtor does hereby mortgage, pledge and hypothecate to the Lender and grant to the Lender a security interest in, all of the Debtor's right, title and

interest in the following property of the Debtor (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

- (a) all domestic and foreign letters patent, design patents, utility patents, industrial designs and all intellectual property rights in inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, and other general intangibles of like nature, now existing or hereafter acquired or owned by the Borrower, and all applications, registrations and recordings thereof (including, without limitation, each patent, patent application and other such items referred to in Attachment 1 hereto);
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);
- (c) all patent licenses including, without limitation, each patent license referred to in Attachment 1 attached hereto;
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties, profits and other revenues and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including, without limitation, any patent or patent application referred to in Attachment 1 attached hereto, and for breach or enforcement of any patent license, including, without limitation, any patent license referred to in Attachment 1 attached hereto and all rights corresponding thereto throughout the world; and
- (e) all accessions, additions, substitutions and replacements of any kind to any and all of the foregoing.

THE INTEREST IN THE PATENT COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT BUT, RATHER AS A SECURITY INTEREST THAT PROVIDES THE LENDER SUCH RIGHTS AS ARE PROVIDED TO HOLDERS OF SECURITY INTERESTS UNDER APPLICABLE LAW.

**Section 3. Representations and Warranties**

The Debtor makes the following representations and warranties to the Lender and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and advancing monies which are Obligations or monies supported by Obligations:

- (a) **Title to Collateral:** The Debtor is the absolute, legal and beneficial owner of the Patent Collateral and none of the Patent Collateral is held in the name of any person other than the Debtor, whether as agent, trustee or other nominee for the Debtor, and all registrations and filings which may

be required to preserve the Debtor's title, rights or other interests in the Patent Collateral vis-a-vis others have been made.

- (b) No Encumbrances: The Patent Collateral is and shall at all times be kept free and clear of any and all, mortgages, hypothecs, pledges, claims, adverse claims, demands, liens, charges, security interests, encumbrances, agreements, rights and equities of any kind whatsoever other than those given by the Debtor to or in favour of the Lender.
- (c) Rights: The Debtor has provided to the Lender accurate, complete and comprehensive lists of the Patent Collateral owned, licensed, made or applied for by the Debtor setting out where applicable the relevant dates, reference numbers, jurisdictions and status of each. The execution, delivery and performance of this Agreement does not constitute nor will it constitute a breach of such Patent Collateral nor will it result in a breach of, or constitute a default under, any contractual obligation of the Debtor.
- (d) Standing: All the Patent Collateral is in good standing in respect of payment of fees to maintain any registrations, filings, payments or other such obligations.
- (e) Infringement: The Debtor is unaware of any infringement of any third party intellectual property by it or, except as disclosed to the Lender in writing, infringement of its own Patent Collateral by any third party. Except as disclosed to the Lender in writing, the Debtor has not received any notice, complaint, threat or claim alleging infringement of any Patent Collateral and no person has made a claim, complaint or notice, in writing or otherwise, against the Debtor relating to the Patent Collateral. Except as disclosed to the Lender in writing, there is not pending, nor is the Debtor aware of, any threatened suit, proceeding, claim, demand, action or investigation of any nature or kind against the Debtor relating to the Patent Collateral, including but not limited to, any claim, complaint or notice that such Patent Collateral may be re-examined or the Debtor, as owner of any of the Patent Collateral, will be compelled to license the underlying technology to any other person.
- (f) Claims: Except as disclosed to the Lender in writing, no person has made any claim that any products produced, used or sold or services performed by the Debtor, or that any process, method, packaging, advertising or material that the Debtor employs in the manufacture, marketing or sale of any of its products or services, or the use of any of the Debtor's technology necessary for the conduct of its business, breaches, violates, infringes or interferes with any patent or other intellectual property of any other person or requires payment for the use of any intellectual property right, know-how, or technology of another person and does not include any activity that may constitute passing off.

- (g) **Inventions:** The current employees and contractors of the Debtor who have been hired or engaged for the purpose of discovering and inventing exclusively for the Debtor are obliged by contract to assign all their discoveries and inventions that are necessary to the conduct of the Debtor's business, to the Debtor.
- (h) **Licenses:** Except as consented to by the Lender in writing, the Debtor has not licensed any of its Patent Collateral to any third party.
- (i) **Validity:** All statements contained in all applications, registrations and renewals necessary to preserve the rights of the Patent Collateral were to the Debtor's knowledge true and correct as of the date of such applications, registrations and renewals and have been made in accordance with applicable law and are valid, subsisting and enforceable. All required filings in respect of the Patent Collateral have been made with any relevant governmental authority and customary arrangements are in place for the timely payment of filing fees in connection therewith and the rights of the Debtor in its Patent Collateral are, to the Debtor's knowledge, valid and in full force and effect and the Debtor does not know of any restrictions on the ability of the Debtor to use or exploit its rights in its Patent Collateral.

The representations and warranties in this Section 3 shall survive the execution and delivery of this Agreement, notwithstanding any investigations which may have been made by the Lender, until payment in full of the Obligations.

**Section 4. Covenants.**

- (a) **Applications:** Promptly and in any event within 30 days, the Debtor shall inform the Lender of each Patent Collateral application it has filed in the Canadian Intellectual Property Office or any similar office or agency in any other country or any other jurisdiction, and upon request of the Lender will promptly execute and deliver any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the security interest of the Lender in the Patent Collateral.
- (b) **Maintenance:** The Debtor shall not do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.
- (c) **Necessary Steps:** The Debtor shall take all reasonable and customary steps, including in any proceeding before the applicable Canadian patent office or any similar office or agency in any other country or jurisdiction, to maintain and pursue any material application (and to obtain the relevant registration) filed with respect to, and to maintain a registration of, the Patent Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes. The Debtor

shall file for, prosecute and obtain letters patent for any and all improvements and inventions relating to the subject matter of the Patent Collateral.

- (d) Notification: The Debtor shall notify the Lender immediately if it knows, or has reason to believe, that any application or registration relating to any Patent Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any materially adverse determination or development regarding the Debtor's ownership of any of the Patent Collateral, its right to register the same or to keep and maintain and enforce same.
- (e) Further Assurances: The Debtor shall defend the title to the Patent Collateral against all persons and shall, upon demand by the Lender, furnish further assurance of title and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement.
- (f) Lapse and Disposition. The Debtor shall not do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable. The Debtor shall not sell, assign, transfer or otherwise dispose of any Patent Collateral without the prior written consent of the Lender. The Debtor shall not enter into any license arrangements, joint ventures, strategic alliances or similar arrangements respecting any Patent Collateral without the prior written consent of the Lender, not to be unreasonably withheld or delayed.

Section 5. Security Agreement.

The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 6. Authorization

To the extent applicable, the Debtor hereby authorizes and requests that the Canadian Intellectual Property Office and any corresponding office in other countries in the world, record this security interest in the Patent Collateral.

Section 7. Release of Security Interest.

Upon payment in full of all Obligations the Lender shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.



Section 8. Acknowledgment.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 9. Further Assurances.

The Debtor shall do, perform, execute and deliver all acts, deeds, documents and assurances as may be necessary from time to time to give full force and effect to the intent of this Agreement, including, without limitation, the delivery of additional security documents to better provide for a security interest in favour of the Lender in all Patent Collateral which the Debtor may hold from time to time.

Section 10. Notice

All notices, requests and other communications provided for herein shall be given or made in writing (including, without limitation, by telecopier) delivered to the intended recipient at the address as specified on the signature pages hereof beneath each party's name or, as to any party, at such other address as shall be designated by such party in a written notice to each other party. All such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, on the 5<sup>th</sup> day following the sending of the notice (absent a general disruption in postal service), in each case given or addressed as aforesaid.

Section 11. Successors and Assigns.

This Agreement shall extend and enure to the benefit of the Lender and his heirs, executors and assigns and shall be binding upon the Debtor and its successors and permitted assigns. This Agreement may not be assigned by the Debtor hereunder without the prior written consent of the Lender.

Section 12. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 13. Counterparts.


This Agreement may be executed by the parties hereto in several counterparts, including by facsimile each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

***Signature Pages to Follow***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

INGERSOLL PRODUCTS INC.

Per:

  
Name: Daniel McKenzie  
Title: President

Address: 267 Ingersoll Street South,  
Ingersoll, ON

Attention: Daniel McKenzie

Facsimile: 905-877-9885

ROYNAT INC.

  
B.W. Vallier  
Vice President Risk Management

  
Name: BARBARA A. MECH  
Title: DIRECTOR & DISTRICT MANAGER

Address: 5500 North Service Road  
Suite 207  
Burlington, ON L7L 6W6

Facsimile: 905-335-5255

## Patents:

<b>US Patent No. 7,575,505</b> Patent Assignment Abstract of Title: INGERSOLL PRODUCTS INC. <b>CDN Patent No. CA 2602119 – OWNER:</b> INGERSOLL PRODUCTS INC.  <b>Chinese Patent Application No. 200680011315X</b>	Hand Tool Quick Release Mechanism
<b>US Patent No. 7,597,611</b> Patent Assignment Abstract of Title: INGERSOLL PRODUCTS INC. <b>CDN Patent No. CA 2618324 – OWNER:</b> INGERSOLL PRODUCTS INC.	Sandpaper Loading System and Apparatus
<b>US Patent Application No.: 12/406,185</b> Patent Assignment Abstract of Title: INGERSOLL PRODUCTS INC. <b>CDN Patent Application No. CA 2659044 – OWNER:</b> INGERSOLL PRODUCTS INC.	Corner Sander

Mark A. Koch Professional Corporation is the authorized Agent  
583 Main Street East, Hamilton, Ontario L8M 1J4 (905) 549-5880

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