

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Metokote Corporation</td> <td>05/15/2012</td> </tr> <tr> <td>Metokote Mexico Holdings, Inc.</td> <td>05/15/2012</td> </tr> </tbody> </table>		Name	Execution Date	Metokote Corporation	05/15/2012	Metokote Mexico Holdings, Inc.	05/15/2012				
Name	Execution Date										
Metokote Corporation	05/15/2012										
Metokote Mexico Holdings, Inc.	05/15/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>The Huntington National Bank</td> </tr> <tr> <td>Street Address:</td> <td>41 S. High Street</td> </tr> <tr> <td>City:</td> <td>Columbus</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>43215</td> </tr> </table>		Name:	The Huntington National Bank	Street Address:	41 S. High Street	City:	Columbus	State/Country:	OHIO	Postal Code:	43215
Name:	The Huntington National Bank										
Street Address:	41 S. High Street										
City:	Columbus										
State/Country:	OHIO										
Postal Code:	43215										
PROPERTY NUMBERS Total: 4											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6223890</td> </tr> <tr> <td>Patent Number:</td> <td>7241366</td> </tr> <tr> <td>Application Number:</td> <td>12233952</td> </tr> <tr> <td>Application Number:</td> <td>13093266</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6223890	Patent Number:	7241366	Application Number:	12233952	Application Number:	13093266
Property Type	Number										
Patent Number:	6223890										
Patent Number:	7241366										
Application Number:	12233952										
Application Number:	13093266										
CORRESPONDENCE DATA											
Fax Number:	(614)227-2100										
Phone:	614-227-2026										
Email:	ipdocket@porterwright.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:	Richard M. Mescher										
Address Line 1:	41 S. High Street										
Address Line 2:	Suite 2900										
Address Line 4:	Columbus, OHIO 43215										
ATTORNEY DOCKET NUMBER:	METOKOTE										

CH \$160.00 6223890

NAME OF SUBMITTER:

Richard M. Mescher

Total Attachments: 5

source=pts#page1.tif

source=pts#page2.tif

source=pts#page3.tif

source=pts#page4.tif

source=pts#page5.tif

PATENT SECURITY AGREEMENT, dated as of May 18, 2011, by METOKOTE CORPORATION, a Delaware corporation (the "Borrower"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors") in favor of The Huntington National Bank (in such capacity, together with its successors in such capacity, "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, the other Loan Parties (as defined therein), each lender from time to time party thereto (the "Lenders"), Administrative Agent, the Issuing Bank (as defined therein) and the other agents parties thereto, certain Secured Parties have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of Administrative Agent (the "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 Secured Parties and Administrative Agent to enter into the Credit Agreement and to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement

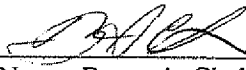
The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect 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.

[SIGNATURE PAGES FOLLOW]

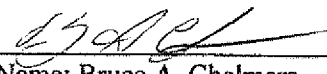
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

METOKOTE CORPORATION, a Delaware
corporation,
as Borrower and Grantor

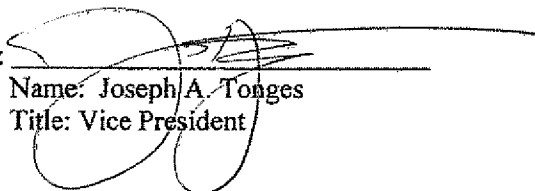
By: 
Name: Bruce A. Chalmers
Title: Secretary-Treasurer

METOKOTE MEXICO HOLDINGS, INC.,
as Grantor

By: 
Name: Bruce A. Chalmers
Title: Secretary-Treasurer

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as Administrative Agent

By: 
Name: Joseph A. Tonges
Title: Vice President

[SIGNATURE PAGE TO SHORT FORM PATENT SECURITY AGREEMENT]

PATENT
REEL: 028244 FRAME: 0582

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Ohio)
) ss.
COUNTY OF Allen)

On this 15 day of May, 2012, before me personally appeared Bruce A. Chalmers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MetoKote Corporation, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.


Notary Public

WILLIAM E. DAVIS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

STATE OF Ohio)
) ss.
COUNTY OF Allen)

On this 15 day of May, 2012, before me personally appeared Bruce A. Chalmers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Metokote Mexico Holdings, Inc., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.


Notary Public

WILLIAM E. DAVIS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
CONVEYOR SYSTEM	MetoKote Corporation	November 6, 1998	Registered	6,223,890
CONTINUOUS COATING PROCESS	MetoKote Corporation	June 21, 2005	Registered	7,241,366

B. PATENT APPLICATIONS

<u>Patents</u>	<u>Owner</u>	<u>Application Date</u>	<u>Status</u>	<u>Application No.</u>
SYSTEM AND METHOD FOR ELECTROCOATING A PART	MetoKote Corporation	September 19, 2008	Pending	12/233,952
CONTINUOUS COATING PROCESS	MetoKote Corporation	May 14, 2008	Pending	EP05812128
MODULARITY INTEGRATED COATING SYSTEMS	MetoKote Corporation	April 25, 2011	Pending	13/093,266

C. PATENT LICENSES

N/A